



An EDISON INTERNATIONAL® Company

Trade Professional Participation Agreement

Southern California Edison Company (“SCE”) implements various programs (the “**Programs**”) funded by California utility ratepayers under the auspices of the California Public Utilities Commission (the “**CPUC**”) that provide various incentives to encourage customers to install measures to improve energy utilization, increase grid reliability, and/or advance clean energy within SCE’s service territory.

By executing this Trade Professional Participation Agreement (“Agreement”), your company (referred to herein as “you” “your company” “TradePro” or “Trade Professional”) may, subject to all of the terms and conditions in the Agreement, participate in the Programs on behalf of one or more SCE customers, if a customer designates that you are authorized to act as its Trade Professional (TradePro).

a. By executing this Agreement, the TradePro hereby affirms that it wishes to be eligible to act as a TradePro for the Programs, if an SCE customer (Customer) designates the TradePro as its Trade Professional with respect to a Program or Programs in which the Customer is eligible to participate, subject to all of the terms and conditions in this Agreement and in the respective Programs.

b. Various Trade Professionals may participate in the Programs by providing energy management, electric vehicle charging, and other products and/or services to Customers, also known as measures, products, or solutions while the Programs are in effect.

c. When designated, in writing or via electronic means, by an SCE Customer, an eligible Trade Professional may act on behalf of that SCE Customer and may submit a project or application, including required documentation, for one or more Programs (referred to herein as a “Project”) on behalf of the designating Customer. In addition, Trade Professionals may also be designated by such Customer(s) as the “Payee” of SCE program payments due to Customer, and/or On Bill Financing (OBF) Loan disbursements, if applicable.

d. Trade Professional, at its election, will be included on the SCE Trade Professional Find-A-Vendor List on the SCE Trade Ally Connect website, if available. Note: SCE Class A Affiliates are prohibited from appearing on the Trade Professional Program Find-A-Vendor List.

e. SCE will provide TradePros with up-to-date information, training, and documents about SCE’s Programs, as well as dedicated SCE staff support regarding Programs.

Terms and Conditions

1. Designation as Trade Pro. A Customer may, via SCE-approved methods, designate your company as its Trade Professional. If so designated, your company will act as Customer’s agent under the relevant Program. In addition to complying with this Agreement, Trade Professional must comply with the terms and conditions of the relevant Program for which it submits a Project on behalf of an SCE customer.

2. Program Limits and Changes. The Programs have a limited budget and duration. Incentives or rebates pursuant to the Programs are paid to qualifying customers on a first- come, first-served basis until the end of the relevant program period or until funds are no longer available, whichever comes first. First-come, first-served status will be determined by the date the Project is submitted consistent with the terms and conditions of the relevant Program(s). Program rules and incentives may change with little or no notice, including suspension or expiration of a measure, and the TradePro should refer to the SCE website and program documents for current information on available eligible measures, incentives, incentive limitations, and qualifying criteria. The TradePro is responsible for complying with any changes to Program terms and conditions. Other terms and conditions apply to each Program.

Program payments may be subject to certain equipment and/or Project cost limitations. See specific Program terms and conditions for such limitations and required Project cost documentation. Trade Professionals must submit all required documentation pursuant to the terms and conditions of the relevant Program. Additional documentation supporting actual cost may also be required including, but not limited to, purchase invoices from Trade Professional’s distributor. SCE cannot accept revised documentation showing revised payment costs. Trade Professionals must provide customers with applicable equipment warranty information for all products installed.

3. Code of Conduct. To participate in SCE's Programs as a Trade Professional, TradePro agrees to follow the following Code of Conduct, and acknowledges and agrees that failure to follow any portion of this provision shall be deemed a breach of this Agreement. SCE reserves the right to share any information related to TradePro's breach of this Agreement or non-compliance with Program Terms and Conditions with other California Investor-Owned Utilities (IOUs) and the CPUC:

a. Read, understand, and comply with all of the Terms and Conditions of the specific Program(s) for which the TradePro is submitting Projects on behalf of the Customer.

b. Properly and appropriately represent to Customers the nature of TradePro's role in regards to the Programs. TradePro specifically agrees and acknowledges that SCE is not in the business of energy management sales or services. In performing any service for the Customer(s), TradePro shall represent to its customers that such services are provided by TradePro alone, and not by SCE. TradePro additionally agrees that it:

i. Shall not state or in any way imply to Customers or any person or entity (verbally or in writing), that TradePro, or any representative of TradePro, is employed by or working on behalf of SCE. This prohibition includes, but is not limited to: TradePro stating in writing or verbally that TradePro is an agent for SCE or otherwise 'approved' by SCE.

ii. Shall not represent or imply to customers that SCE endorses any specific product(s) or service(s).

iii. Shall not use SCE's logo in promotional materials or advertisements.

c. TradePro shall not misrepresent any Program to a Customer, including but not limited to: guaranteeing a particular energy savings' amount and/or stating that On Bill Financing (OBF) Program is no cost or free.

d. Provide Customers with information and documentation that is true, complete, and accurate. Refer to the relevant Program terms and conditions for SCE incentives availability, eligibility requirements, and required documentation. As a TradePro, your role includes providing a clear and correct explanation to SCE customers about the process of participating in SCE Programs covered by this Agreement. TradePro shall not use white out on any documentation without an explanation of the reason, fill out customer information on an OBF loan agreement on a Customer's behalf, permit Customer to sign incomplete forms, or falsify the scope of work.

e. Deliver quality services, including quality project consultation, equipment installation, and Project submission to SCE including accurate and complete information and documentation.

f. Comply with all applicable local, state, and federal laws, regulations, permitting, and licensing requirements when performing any work, including but not limited to, installations and related functions.

g. Resolve all Customer complaints and disputes. TradePro acknowledges that SCE is not responsible for resolving any disputes between the Customer and TradePro. SCE is not a party to any agreements between the Trade Pro and the Customer, nor is SCE responsible for any representations or disclosures that TradePro makes to the Customer. Notwithstanding the foregoing, if a Customer complains to SCE that TradePro has not resolved its concerns, SCE may, in its sole discretion and with no obligation to do so, follow up with Customer regarding such complaints.

h. Attend required training as organized and directed in SCE's sole discretion. Training should be completed by each individual employed by or under contract with the Trade Professional that is working with the Customer and/or submitting Projects.

i. Notify SCE in writing within three (3) business days if the Trade Professional is suspended or removed from participation in any California energy management program, including: investor owned utility or municipal utility program(s). Additionally, notify SCE in writing within three (3) business days if the Trade Professional is disciplined or suspended by a state or local licensing board responsible for licensing TradePro.

4. Integration. In addition to this Agreement, Trade Pro agrees to comply, and cause Customer to comply with, all of the Terms and Conditions of the particular Program(s) for which TradePro is submitting Projects and/or applying for Program payments on behalf of a Customer. In the event of a direct conflict between the Terms and Conditions of a particular Program and this Agreement, the Terms and Conditions of the Program shall apply.

5. Termination and Suspension. Subject to this Agreement, including, but not limited to the "Survival" provision, and the Terms and Conditions of the Programs, either party may terminate this Agreement with or without cause, and without advanced notice, by notifying the other party, in writing, of the termination date. Without limiting the foregoing, SCE reserves the right to provide verbal and written warnings, limit, suspend, or terminate the TradePro's participation as a TradePro in Programs, in SCE's sole discretion. SCE has no obligation to maintain, expand or continue the TradePro Program.

6. Audit. SCE shall have the right to audit TradePro at any time during the term of this Agreement and for five (5) years thereafter. The right to audit shall include the right to review and to copy any records or supporting documentation pertaining to TradePro's performance of this Agreement, including but not limited to TradePro's compliance with the Confidentiality and Customer Data Protection requirements set forth herein, during normal business hours. TradePro agrees to allow reasonable access to SCE to interview any staff of the TradePro who might reasonably have information related to such records. Additionally, TradePro must provide requested information, including queries of their databases by SCE in the form and time requirements stipulated by SCE in ad hoc data requests.

7. Inspections: Pursuant to each Program, a measure or Project must be completely installed and operational prior to Trade Professional applying for Program payment on behalf of a Customer. SCE reserves the right to inspect any installation before processing payment. SCE reserves the right, at its sole discretion, to utilize special inspection levels for specific Trade Professionals based on past performance. Should a Project be rejected upon initial inspection, SCE Program Management may authorize, at its sole discretion and subject to a fee, a site re-inspection and/or Project re-processing. SCE will not authorize more than one site re-inspection or Project re-processing. If Trade Professional resubmits an initially rejected Project, the second inspection will be considered final, and resubmittal of the Project will not be accepted.

8. CPUC Authority. The Programs, this Agreement, and all documents referenced herein, shall at all times be subject to such changes or modifications by the CPUC, as it may from time to time direct in the exercise of its jurisdiction; provided however, that in the event that any such changes or modifications affect this Agreement or the obligations of either SCE or TradePro under this Agreement, SCE shall provide written notification to TradePro of such changes or modifications. The TradePro understands that the CPUC may commence an investigation or other regulatory proceeding in connection with the Programs and/or this Agreement. TradePro agrees to cooperate with any such investigation or proceeding for a period of five years commencing on the date this Agreement terminates

9. Confidential Customer Data. TradePro acknowledges that it may obtain information and data from an SCE customer that is furnished, disclosed, or otherwise made available to TradePro, pursuant to TradePro's performance of this Agreement, including without limitation personal information such as the customer's name, address, contact information, service account number on the customer's electric bill, user name, password, financial status, and social security number, and any information regarding the customer's energy usage or billing ("Confidential Customer Data"). TradePro agrees that it shall observe and comply with all applicable local, state, or federal law, statutes, ordinances, rules, or regulations with regard to collection, retention and transmittal of Confidential Customer Data, including, but not limited to, data privacy, data protects, and consumer privacy laws.

TradePro agrees that it shall take information security and protection measures consistent with industry best practices, as such practices evolve and improve during the term of this Agreement. TradePro agrees that it shall access and use Confidential Customer Data solely for the purpose of performing its duties and obligations under this Agreement and/or as required for the Programs.

TradePro shall: (i) keep Confidential Customer Data confidential, including, but not limited to holding and transmitting such Confidential Customer Data to SCE, in a manner that protects it from unauthorized disclosure; (ii) collect, store, and use Confidential Customer Data in accordance with applicable laws; (iii) collect and process Confidential Customer Data fairly and lawfully, ensuring that Confidential Customer Data is adequate, relevant, and not excessive in relation for the purposes for which it is processed; (iv) ensure that Confidential Customer Data is accurate, and, when necessary, kept up to date; and (v) keep Confidential Customer Data no longer than is necessary for the purposes for which it is being processed.

10. Indemnification. TradePro shall defend, indemnify and hold harmless SCE, its current and future parent company, subsidiaries, affiliates, and their respective directors, officers, managers, shareholders, employees, agents, and representatives (each, an "SCE Indemnified Party"), from and against any claims, suits, actions, judgments, losses, expenses, costs (including reasonable attorneys' fees), damages, demands, and liability (legal, contractual or otherwise) that an SCE Indemnified Party may incur as it relates to TradePro's obligations under this Agreement and that arise out of or in connection with any third party claim that alleges TradePro, or its employee(s)'s or subcontractor(s)'s:

- a. Failure to comply with any applicable local, state, or federal law, statutes, ordinance, rules, or regulation, including environmental laws or regulations or strict liability imposed by any laws and regulations;
- b. Material breach of any provision, warranty or representation of this Agreement or breach of any applicable term and condition of the relevant Program;
- c. Violation or infringement upon any trade secret, trademark, trade name, copyright, patent, or other intellectual property rights of SCE or any third party by TradePro in connection with this Agreement;
- d. Act of omission or commission, or such an act of its employees or authorized agents, which results in (a) injury to or death of persons or (b) injury to property or other right or interest of any person;

- e. Making false or misleading statements, representations or promises to a Customer or potential Customer; or
- f. Failure to comply with any obligation in Confidential Customer Data section of this Agreement.

11. Dispute Resolution. If a dispute arises, the TradePro and SCE shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between a vice president of SCE, or his or her designated representative, and an executive of similar authority of TradePro. Either Party may give the other Party written notice of any dispute. Within twenty (20) calendar days after delivery of said notice, the representatives shall meet at a mutually acceptable time and place, and shall attempt to resolve the dispute. If the matter has not been resolved within thirty (30) calendar days of the first meeting, either Party may pursue other remedies, including non-binding mediation. All negotiations and any non-binding mediation conducted pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations, to which Section 1152 of the California Evidence Code shall apply and is incorporated herein by reference. Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

12. Waiver of Damages. TradePro acknowledges and agrees that SCE is not liable to TradePro for any losses or damages, including incidental or consequential damages, arising from this Agreement. SCE makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed or any work performed pursuant to, or in connection with, this Agreement, and SCE expressly disclaims any such representation, warranty or liability. In the event this Agreement is terminated, or one or more Program(s) are terminated or no longer eligible for TradePro participation, TradePro will not be entitled to any payment for lost or anticipated profits or overhead on forecasted levels of sales. SCE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT.

13. Survival. Except as may be provided or limited by this Agreement, the obligations which by their nature are intended to survive termination of this Agreement, including representations, warranties, payment obligations, covenants and rights and obligations with respect to audits, indemnification, confidentiality, remedies, limitation of liabilities, shall so survive.

14. Double Dipping. TradePro certifies that, unless specifically allowed within the applicable Program rules, it has not and will not receive any other incentive payments for the same product, equipment or service from the same funding source (e.g., Energy Efficiency, Demand Response, Transportation Electrification, etc.) from more than one California investor-owned utility or third party program offering incentive(s) for the same product, equipment, or service funded with CPUC Public Purpose Program surcharges.

15. 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. TradePro irrevocably consents to the jurisdiction of the state and federal courts located in the State of California in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum.

16. No Waiver. Any delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A party's 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.

17. Severability. If any provision of this Agreement is found to be invalid or otherwise unenforceable, that provision will be modified to the extent necessary for it to be enforceable. However, such a finding will not affect the validity of any other provision of this Agreement, and the rest of this Agreement will remain in full force and effect.

18. Amendment. No amendment, change, or modification of this Agreement or any of the terms, conditions, or provisions hereof shall be effective unless duly embodied in a written instrument signed by the duly authorized representative of both Parties.

19. Tax Liability. Program payments are typically taxable to the entity that receives the payment, whether it is the Trade Professional or Customer. SCE will report Program payments greater than \$600 to the IRS unless documentation of tax-exempt status is provided. TradePro understands and agrees that SCE is not rendering tax advice to TradePro or any third party.

20. Electronic Signature: TradePro and SCE agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.