

INCENTIVE PROCESSOR TRADE ALLY PARTICIPATION AGREEMENT

1. Parties: This Trade Ally Participation Agreement ("Agreement"), is dated this _____ day of _____ and is entered into between: _____ (hereinafter "Trade Ally") having its place of business at, _____ and an official email of _____ and TRC Solutions, Inc. (hereinafter "TRC" or "Program Implementer"), having a place of business at 21 Griffin Road North, Windsor, Connecticut 06095 (each a "Party" and collectively, the "Parties").
2. Purpose and Scope. The purpose of this Agreement is to clearly identify the roles and responsibilities of the Trade Ally and TRC as they relate to the installation of incentivized measures with Appalachian Power Company Virginia customers for the Commercial and Industrial (C&I) <Business Energy Solutions, Program, and/or the Appalachian Power Company West Virginia <Small Business Direct Install Program, Go Electric Program> (hereinafter "Program(s)").

In particular, this Agreement is intended to:

- a. Define the relationship between the Trade Ally and TRC as the Program Implementer
 - b. Identify TRC's role and its responsibility as the Program Implementer
 - c. Establish the role and responsibility of the Program Trade Ally
3. Term of Agreement. This Agreement is effective upon the day and date last signed and executed by the duly authorized representative of the parties to this Agreement and shall remain in full force and effect for not longer than 36 months, unless extended by mutual agreement. This Agreement may be terminated by either party, without cause, by email or certified mail to the address listed above.
4. TRC's Responsibility under this Agreement. TRC has the responsibility to implement and manage the Program(s) for Appalachian Power Company (hereinafter Company). As a result, TRC shall undertake the following activities in the Program with the Trade Ally:
 - a. Maintain compliance with Program requirements as an acceptable Program Implementer.
 - b. Provide IT program system and services to support the needs of the Program.

- c. Use standardized criteria to evaluate all Trade Ally applicants to ensure that they are qualified to participate in the Program.
 - d. Deliver timely response to the Trade Ally that meets Program key performance indicators and requirements in processing Program applications and incentives.
 - e. Assist Trade Ally with correct marketing message through promotions and website or other marketing channels.
 - f. Track and provide data, providing specified project information to the Trade Ally.
 - g. Provide Program orientation and training with the Trade Ally and key staff to support Program compliance and application process.
 - h. Offer training opportunities and information related to the Program process and compliance through direct outreach, program web site, "How To" webinars, and other supporting tools.
 - i. Support opportunities to increase Trade Ally market penetration and effectiveness of the Program.
 - j. Minimize application errors and improve quality by providing feedback to the Trade Ally when corrections are needed. Incorrect applications will be sent back to a Trade Ally with feedback of necessary corrections to accurately complete documentation.
 - k. Provide performance improvement support and disciplinary action if Trade Ally's activity fails to meet quality work standards or program compliance with policies, procedures, or the terms of this Agreement. Exercise the right, in its sole discretion, to remove or suspend a Trade Ally as deemed necessary to ensure full compliance of the Program and its intent to provide high quality and accurate work.
5. Trade Ally Responsibility under this Agreement. The Trade Ally shall undertake the following activities in the Program:
- a. Meet all Program requirements and maintain quality performance as described in these terms and conditions and additional Program documentation.
 - b. Provide the highest quality of services, including but not limited to, providing accurate and complete applications, installing Energy Efficiency Measures (EEMs) in accordance with program rules, all applicable laws, building codes, manufacturer guidelines and best practices, resolving any defects or deficiencies, and to promptly respond to Program representative and/or customer feedback.
 - c. Ensure its employees and subcontractors shall always behave in an ethical and professional manner when interacting and communicating with customers, Program Implementer, or any representative of the Company.
 - d. Follow all COVID-19 protocols established by the location, municipality, and state where the work is located.
 - e. Follow all facility requirements, inclusive of training(s), provided by the customer.
 - f. Share and work with its employees to ensure training is provided regarding the Program, application process, and required compliance.
 - g. Attend and support education opportunities as required to participate in the Program, including application process, compliance of key performance indicators, proper communications, documentation, terms and conditions, and any disclaimers associated with Program delivery.
 - h. Properly promote the Program and Trade Ally's role through all marketing and promotional channels. Follow all Program branding and advertisement guidelines. All marketing material that mentions the Program must be submitted to the Program Implementer for approval

prior to use.

6. Terms and Conditions

- a. Trade Ally may not apply for incentives from more than one program for the same equipment. Applying for incentives from multiple programs for the same equipment will result in disciplinary action up to termination from all the Company programs. All costs associated with the recovery of any improper payments shall be borne by the Trade Ally, including any investigations, legal and the improper payments received by Trade Ally.
- b. Trade Ally and its participating subcontractors must maintain all licenses, permits, certifications, authorizations, consents, or approvals of all appropriate governmental authorities and all public or private boards and bodies necessary to legally perform work.
- c. Trade Ally must provide a copy of their Virginia and/or West Virginia Business License (appropriate for services offered), certificate of good standing and that all taxes are paid to the Virginia and/or West Virginia Department of Revenue, and provide the certificates outlined below, as applicable:
 - i. For Trade Allies who claim Minority and/or other Diverse Business Status, a copy of that certificate applicable to the jurisdiction that the work is performed.
 - ii. If work performed by the Trade Ally involves electrical improvements, a Master or General Electrician is required to be on staff or under contract, and a copy of that certification.
 - iii. A Trade Ally that is performing energy assessments or audits must have a certified energy auditor on staff or under contract, and a copy of that certification.
 - iv. A Trade Ally completing HVAC installation or handling refrigerant must hold certification(s) appropriate for the services offered/ equipment sold or serviced and provide a copy of that certification.
 - v. A minimum of one (1) employee must hold the certification or license described above. If other personnel performing work do not hold the appropriate certification or license, a process plan must be provided explaining how the qualifying person is responsible for the final work being performed. The Program Implementer reserves the right to request any updated certificates held by the Trade Ally, as may be required.
- d. Trade Ally and its customer shall, to the fullest extent permitted by law or regulation indemnify, reimburse, hold harmless, and defend American Electric Power Service Corporation and Program Implementer, and their respective parent, subsidiaries, and affiliates, and each of their directors, officers, agents, and employees from any and all claims, liabilities, damages, costs and expenses of any kind, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs arising out of or connected in any way with any act or omission of the Trade Ally, its employees, agents or subcontractors of any tier or any other entity or person for whom Trade Ally is liable, in the performance or nonperformance of services as a Program Trade Ally.
- e. Information and Data. The Trade Ally will maintain any customer information including name, account numbers, electric consumption data and electric energy savings it obtains in performing work for customers under the Program (the "Confidential Information") in strict confidence. This means that the Trade Ally will treat and cause to be treated as confidential and proprietary all Confidential Information in its possession. In furtherance thereof, the Trade Ally will: (a) take commercially reasonable steps consistent with industry practices and the Trade Ally's published privacy policies to prevent the disclosure of Confidential

Information except as permitted by herein or otherwise agreed to in writing by the customer; (2) use or process Confidential Information only in connection with the performance of the work for the customer under the Program; (3) make copies of any Confidential Information only as necessary for the performance of such work; (4) disclose Confidential Information only to personnel of the Trade Ally who have a need to know the Confidential Information in connection with the performance or use of such work; and (5) destroy the Confidential Information promptly following the request of the Company or TRC, and in any event upon completion of all the Trade Ally's obligations under the Program. Trade Ally's participation in the Program must comply with the terms and conditions regarding data security stated herein.

- f. During the term of this Agreement, the Trade Ally and/or Program Implementer may be required to make available to each other certain information which may be considered Proprietary and/or Confidential. Such information shall be marked as being Proprietary and/or Confidential. The receiving party will exercise all due care while in possession or transmission of Proprietary and/or Confidential information and it will only be made available to those on a need-to-know basis.
- g. Trade Ally agrees to represent its business as an independent contractor and at no time will it represent itself as an agent or representative of the Company or Program Implementer. Trade Ally will act as an independent contractor to provide services to its customers, and no employee of Trade Ally will be considered, for any purpose, to be an employee, agent, partner or representative of the Company or Program Implementer. Any contracts between Trade Ally and its customers or any third parties shall expressly and conspicuously state that no agency relationship exists the Company, Program Implementer, and the Trade Ally. The Trade Ally has no power or right to bind the Company or Program Implementer or act on their behalf when dealing with customers or third parties. The Trade Ally, the Company, and Program Implementer shall be independent and not exercise any control or supervision of one another, nor be responsible for each other in the performance of any service.
- h. The Company and Program Implementer disclaim any and all liability to the Trade Ally, and Trade Ally expressly waives any claim it may have against the Company or Program Implementer and their respective parent, subsidiaries, and affiliates, and each of their directors, officers, agents, and employees for any direct, indirect, special, consequential, multiple, or incidental losses, costs or damages arising from or related to Trade Ally's participation in the Program, including any representations, or equipment that may be sold or service that may be provided by Trade Ally in connection with the Program. Trade Ally agrees to waive and hold harmless the Company and Program Implementer and their respective parent, subsidiaries, and affiliates, and each of their directors, officers, agents, and employees for all claims against and any consequences associated with modifications to the Trade Ally's privileges, including its performance, responsibilities, or termination from the program.
- i. Trade Ally shall obtain and maintain sufficient insurance, including but not limited to general liability insurance, to cover all of Trade Ally's operations under this Agreement. Except for Professional Liability and Workers Compensation, TRC Solutions, Inc. and Appalachian Power Company shall be named as Additional Insured. Prior to commencing work hereunder, Trade Ally shall provide TRC with certificates of insurance evidencing such coverage. Unless otherwise specified, the following minimum levels of insurance are required in USD:
 - i. Commercial General Liability Insurance: Each Occurrence Limit \$1,000,000 & General Aggregate Limit: \$2,000,000
 - ii. Not used.

iii. Worker's Compensation: Statutory / Employer's Liability: no less than \$500,000.

The limits of insurance required above will in no way be deemed to limit any liabilities or obligations assumed by Trade Ally hereunder or under applicable law, except as provided by statute. Without limiting the scope or extent of the protection afforded the Company and Program Implementer or the liabilities assumed by the Trade Ally herein, Trade Ally shall maintain for itself and shall ensure all of its subcontractors obtain and maintain in force for the entire life of this Agreement the above insurance in items (i) and (iii). All insurance:

1. Shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the Appalachian Power Company and TRC Solutions, Inc., and their respective parent, subsidiaries, and affiliates, and each of their officers, directors, and employees and Trade Ally shall indemnify the above persons and entities for any personal injury claims of Trade Ally's employees or subcontractors and against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver.
 2. Trade Ally shall, before the commencement of any services, furnish Program Implementer with a certificate of insurance (COI) evidencing the required coverages. Insurance policies shall be provided by an insurance carrier licensed in the state of Virginia and/or West Virginia. Trade Ally shall ensure any subcontractors provide the insurance listed above and that such policies are in force. All such certificates shall state that the insurance carrier or the Trade Ally will give thirty (30) days prior written notice by email of any cancellation or non-renewal in such policies, addressed to TakeChargeSavings@trccompanies.com.
- j. Warranty. In providing work for customers under the Program, the Trade Ally will warrant that: (a) all work provided by the Trade Ally will: (i) be of high quality; (ii) be free from any defects; (iii) be suitable for the purposes for which it was intended; (iv) be properly installed; (v) result in dependable service and performance as specified in, or that may reasonably be inferred from, the Program requirements and/or the agreement with the customer; (vi) comply with established industry codes and standards; (vii) comply with sound industry and work practices; (viii) comply with all laws and licensing requirements for the work; (ix) not violate any intellectual property right or other proprietary interest; and (x) otherwise fully conform in all respects to the Program requirements and the agreement with the customer; (b) all material provided to the customer, including all components incorporated into the work, will be new and free from any liens, encumbrances, security interests, and defects in title; (c) any system(s) provided as part of the work (including but not limited to heating, wiring, piping, cooling, plumbing, electrical, control, lighting, alarm, or computer systems) will operate properly and dependably and be compatible with other existing or connecting systems; (d) any material provided as part of such system(s) shall be compatible with the system(s) and its components; (e) during the progress of the work, the Trade Ally will, at its sole cost and expense, promptly repair, replace, or re-perform any work, including material, in whole or in part, that is rejected by the Company, TRC, or customer as failing to conform to the Program requirements, and the Trade Ally will also bear all expenses required to fix any work under the Program that is impaired, destroyed, or damaged by such non-conforming work or the repair, replacement, or re-performance of such non-conforming work, and (f) for one year from the date work has been placed into commercial use (the "Warranty Period"), the Trade Ally will promptly repair, correct, replace, and re-perform any said work that fails to conform to the Program requirements or the agreement with the customer at no

additional cost to the customer and all such warranty work will be performed on a schedule acceptable to the customer and will be warranted for one (1) additional full year from the date of repair, correction, replacement, or reperformance of such work, which one (1) additional year shall be considered the Warranty Period; in addition, the placement of such work into commercial use will not relieve the Trade Ally of its responsibility to provide conforming work. Further in providing work for customers under the Program: (a) written communication to the Trade Ally from the customer, the Company or TRC specifying defective or otherwise nonconforming work that appears either during the progress of the work or during the Warranty Period after placement of the work into commercial use will be deemed sufficient notice to the Trade Ally to promptly remedy the defect or nonconformity as required under the Program requirements and the agreement with the customer; (b) if repair, correction, replacement, or reperformance of defective or otherwise nonconforming work by the Trade Ally would, in the Company's, TRC's or the customer's opinion, be impracticable or disadvantageous to the customer, the customer and the Company shall be entitled to a full refund of the price paid by the customer and the Company (incentive amount) for such defective or nonconforming work; (c) the liability of the Trade Ally will extend to all of customer's damages caused by the breach of any of the foregoing warranties and shall include, but not be limited to, the cost of removal and replacement of nonconforming material, shipping of material, correction of work, the customer's, the Company's and TRC's expenses resulting from the breach of the warranty, and the cost of removal and reinstallation of other material or work made necessary thereby; and (d) the Trade Ally will identify to the customer in writing all third-party or original equipment manufacturer warranties that the Trade Ally receives in connection with the work and will pass through to the customer the benefits of all such warranties (the "Pass-Through Warranties"); provided, however, that nothing in this section will reduce, or limit, the Trade Ally's obligations under the Program or the agreement with the customer.

It is further understood that: a) THE COMPANY, TRC, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS NOR AGENTS ENDORSE, GUARANTEE, OR WARRANT ANY PARTICULAR MANUFACTURER, PRODUCT, CONTRACTOR, TRADE ALLY OR VENDOR, NOR DO ANY OF THE FOREGOING PROVIDE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PRODUCT OR SERVICE. THE COMPANY, TRC, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS AND AGENTS ARE NOT LIABLE OR RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY CONTRACTOR OR TRADE ALLY HIRED BY THE CUSTOMER (IF ANY) WHETHER OR NOT SAID CONTRACTOR OR TRADE ALLY IS A PARTICIPATING THE COMPANY "TRADE ALLY." THE CUSTOMER'S RELIANCE ON WARRANTIES IS LIMITED TO ANY WARRANTIES THAT MAY BE PROVIDED DIRECTLY BY THE TRADE ALLY, ITS CONTRACTOR, VENDOR, MANUFACTURER, ETC. b) NEITHER THE COMPANY, TRC, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS OR AGENTS ARE RESPONSIBLE FOR ASSURING THAT THE DESIGN, ENGINEERING AND CONSTRUCTION OF THE FACILITY OR INSTALLATION OF THE INSTALLED MEASURES IS PROPER OR COMPLIES WITH ANY PARTICULAR LAWS, REGULATIONS, CODES, OR INDUSTRY STANDARDS. NEITHER THE COMPANY, TRC, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS, OR AGENTS MAKE, AND ARE NOT AUTHORIZED TO MAKE, ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE INSTALLED MEASURES OR THE ADEQUACY OR SAFETY OF SUCH MEASURES.

k. Incentive Funding. As established by the Program:

- b. An approved project will receive an incentive payment based on the satisfactory completion of qualified energy efficient measures.
- c. The customer is responsible for declaring and paying all applicable federal, state, and local taxes that may be owed on any incentive payment.
- d. Individual incentive levels for measures are listed in Program applications, which are subject to change periodically.
- e. Funding is subject to Program budget availability and allocation to program.

I. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- f. Each party agrees to the general scope of its role and responsibility under this Agreement, agreeing to comply with all applicable activities associated with the intent of this document.
- g. Participation is voluntary and may be terminated by either party at any time. Submission of this form is not a guarantee of work or an endorsement and does not give rise to any obligation to a Trade Ally by TRC or the Company. The Trade Allies may enter into direct and independent agreements with the Company's customers.
- h. If any provision of the Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions of the Agreement shall remain in full force and effect in accordance with their terms. This Agreement may be executed in any number of counterparts, may be executed electronically, and/or may contain signatures delivered electronically, any of which will have the same effect as original manual signatures on a single instrument.
- i. Trade Ally status is non-transferable and may not be assigned.

m. EFFECTIVE DATE AND SIGNATURE

By signing below, the undersigned certifies that they have the authority to sign on behalf of the Trade Ally identified below and agrees on behalf of the Trade Ally to (a) comply with the foregoing obligations, (b) follow Program guidelines, protocols, and other requirements, including Program reporting and verification requirements, (c) participate in a required Program orientation, and (d) remain in good standing with the Company and TRC. In addition, the undersigned Trade Ally acknowledges that it is acting as an independent entity to provide work for customers as a Trade Ally under the Program.

<Trade Ally>

TRC Solutions, Inc.

Signature

Date

Fran Phillips

Signature

Date

Title

Operations Manager
Title

Trade Ally Company Name