



TRADE PROFESSIONAL PARTICIPATION AGREEMENT AND APPLICATION

Commercial, industrial, and agricultural trade professionals who execute the attached SoCalGas® Trade Professional Participation Agreement become eligible to participate in SoCalGas' Energy-Efficiency Calculated Incentive Program and Energy-Efficiency Rebates for Business Program (collectively, the EE Programs), subject to the terms and conditions of the EE Programs and the Agreement.

BENEFITS FOR PARTICIPANTS

Trade professional participants who execute the Trade Professional Participation Agreement and comply with all of its terms gain access to the following additional program benefits:

1. Receive rebate payments: Upon customer approval, you can have rebate payments released to you, which can be used to help offset up-front costs to your customers.
2. Inclusion in SoCalGas' Trade Professional Directory: Expand your visibility among customers searching the SoCalGas Trade Professional Directory.
3. Receive SoCalGas eNewsletters with program updates for rebates, incentives and other programs.
4. Invitation to events and seminars to partner with other participating trade professionals.
5. Promote collaboration and a positive working relationship with all parties involved.

This Trade Professional Participation Agreement (Agreement) is between (SoCalGas or Utility) and

("Trade Professional")

TRADE PROFESSIONAL CODE OF CONDUCT

In exchange for permission to participate in SoCalGas' EE Programs, Trade Professional agrees to the following:

ETHICAL

Do the right thing

- Act with honesty and integrity
- Keep commitments
- Be open and fair
- Earn people's trust

1. Trade Professional shall not state or in any way imply to the customer or any other person that the Trade Professional is employed or is working on behalf of SoCalGas or a Sempra Energy affiliate. SoCalGas does not endorse or recommend the trade professional to any third party and does not review the trade professional's proposals. Trade Professionals must not misrepresent the nature of its role or its relationship with SoCalGas.

2. Trade Professional shall not represent or otherwise indicate that any products and/or services provided by the trade professional or any other third party are approved, authorized or endorsed by SoCalGas. SoCalGas does not endorse any particular products, services or companies. Trade Professional shall not use the name or logo of SoCalGas in any promotional literature, advertisements or writing of any kind without the express prior written approval of SoCalGas.
3. Trade Professional shall defend, reimburse, indemnify and hold SoCalGas and its current and future parent company, subsidiaries, affiliates and their respective directors, officers, shareholders, employees, agents, representatives, successors and assigns (SoCalGas Parties) harmless for, from and against any and all claims, losses, fines or damages of any type, including attorney's fees, based on any theory of law, arising out of or in connection with the Trade Professional's participation in SoCalGas' programs and/or trade professional's work on behalf of any customer, including but not limited to trade professional's act or omissions in breach of this Agreement, except to the extent such claims are caused by SoCalGas' sole negligence or willful misconduct. Trade Professional waives any and all claims against SoCalGas parties arising out of its participation in SoCalGas' programs. Without limiting the generality of the foregoing, SoCalGas disclaims all liability in connection with, and makes no warranties, expressed or implied, regarding work performed under any of the Trade Professional's contracts; nor shall SoCalGas be in any way liable for any claims, damages, fines, settlements or judgments regarding trade professional contracts, or work performed under such contracts.
4. SoCalGas reserves the right, exercisable in its sole discretion, to suspend or terminate Trade Professional's participation if the Trade Professional fails to comply with any EE Program guidelines or requirements. If a Trade Professional's participation in the EE Programs is suspended, duration of the suspension shall be for a one-year period (from the date of notification) unless otherwise specified herein. In extreme or egregious cases, SoCalGas reserves the right to terminate permanently from program participation. Further, SoCalGas

(Continue to next page)

TRADE PROFESSIONAL CODE OF CONDUCT (continued)

has no obligation to maintain, expand or continue the Trade Professional Program or any EE Program, and may terminate such programs and, as a result, Trade Professional's participation therein upon notice.

5. Trade Professionals shall comply with all applicable local, state and federal laws, rules, regulations and orders in its performance of services for any customer under this Agreement.
6. Trade Professional will receive guidance for project submittals which will be available online and upon request.
7. SoCalGas may elect to maintain a log of customer complaints, issues and other examples of non-compliance by Trade Professionals. SoCalGas, in its sole discretion, may suspend or cancel the Trade Professional's participation in any SoCalGas program for violation of the program guidelines or program requirements, including but not limited to the following:

INFRACTIONS/VIOLATIONS OF THE TRADE PROFESSIONAL CODE OF CONDUCT

Misrepresentation of role/relationship with SoCalGas

(This includes, but is not limited to stating in writing or verbally that the Trade Professional is an agent for Utility or otherwise 'approved' by Utility. Trade Professionals shall not use the SoCalGas name or logo in any promotional literature, advertisements or writing of any kind without the express prior written approval of SoCalGas.)

- One occurrence – SoCalGas will send a warning to the Trade Professional.
- Two occurrences – SoCalGas will revoke the Trade Professional's qualification to participate in applicable SoCalGas programs. A notification will be sent to the Trade Professional.

Misrepresentation of programs

(This includes, but is not limited to giving a guarantee of savings and/or rebates)

- One occurrence – SoCalGas will send a warning to the Trade Professional.
- Two occurrences – SoCalGas will revoke the Trade Professional's qualification to participate in applicable SoCalGas programs. A notification will be sent to the Trade Professional.

Fraudulent Documentation

(Including but not limited to: Use of white-out, forgery of signatures, falsifying scope of work, submitting rebate applications for measures that are not installed)

- One occurrence – SoCalGas will revoke trade professional's qualification to participate in applicable SoCalGas programs with a notification sent to the Trade Professional.

Quality of work/customer complaints

(This includes, but is not limited to: Installation not complete as to scope, sending work invoices to the customer or SoCalGas prior to completion, unsafe or potentially hazardous installation or non-functioning equipment)

- One customer complaint – SoCalGas will send a warning to the Trade Professional.
- Two separate customer complaints – SoCalGas will suspend the Trade Professional's participation in SoCalGas programs for six months from the date of the second complaint. A notification will be sent to the Trade Professional.
- Three separate customer complaints – SoCalGas will revoke the Trade Professional's qualification to participate in applicable SoCalGas programs with a notification sent to the Trade Professional.

PARTICIPATION REQUIREMENTS

1) Act responsibly:

- Create positive relationships
- Be a responsible environmental steward
- Do what you say you'll do

2) Satisfy requisites required:

Trade Professional acknowledges and agrees that the Trade Professional Directory is provided for informational purposes only, and that SoCalGas does not recommend, endorse, qualify, guarantee or make any representations or warranties regarding the services, work, quality, financial stability or performance of Trade Professional or any other vendor listed therein, or the goods and services Trade Professional or such other vendors offer. Trade Professional further acknowledges and agrees that the information in the Trade Professional Directory is made available simply as a convenience to customers who wish assistance in locating vendors, and SoCalGas is not, and shall not be deemed to be, a party or guarantor to any agreement between a customer and Trade Professional or any other vendor.

3) Complete the Trade Professional Participation Agreement.



TRADE PROFESSIONAL PARTICIPATION APPLICATION

Please complete all steps. Incomplete applications cannot be processed and will be returned. All information will be posted in the Trade Professional Directory as entered. Please complete and sign the agreement and application and return it in any of these ways: by email to TradePro@semprautilities.com, by mail to SoCalGas, Attn: Trade Pro Program, P.O. Box 513249, M.L. GT19A8, Los Angeles, CA 90051, or fax to 323-518-2346.

STEP 1: TRADE PROFESSIONAL COMPANY INFORMATION

Company Name

Mailing Address

City State ZIP

Primary Contact First Name Primary Contact Last Name

Primary Contact Title Phone Number (ext)

Email Address Fax Number

Company Website

STEP 2: COMPANY PRODUCTS AND SERVICE INFORMATION

1. Services Provided

Which service does your company offer? (Select all that apply)

- Energy-Efficiency Consulting
- Design/Build
- Maintenance
- Distributor/Supplier/Wholesaler
- Sales
- Manufacturing
- Installation
- Financing
- Grant Writer
- Manufacturer Rep

2. Counties Served

Select all SoCalGas counties your company serves. (Select all that apply)

- Fresno
- Imperial
- Kern
- Kings
- Los Angeles
- Orange
- Riverside
- San Bernardino
- San Luis Obispo
- Santa Barbara
- Tulare
- Ventura
- All

STEP 2: COMPANY PRODUCTS AND SERVICE INFORMATION (continued)

3. Natural Gas Technologies

What technologies does your company provide services for? (Select all that apply)

- Foodservice Equipment
- Furnaces/Refractory
- Controls
- Water Heaters
- Insulation
- Laundry Systems
- Boilers/Economizers
- Steam Traps
- Greenhouse Curtains/Greenhouse Film
- Custom Process Improvements
- Pool Equipment
- Engines/Water Pumping
- Ozone Systems
- Low-Flow Pre-Rinse Spray Valves
- RTOs

4. Industries Served

Which industries does your company work with? (Select all that apply)

- Agriculture
- Commercial Property
- Thermal Oxidizers
- Dairies
- Data Centers
- Food Processing
- Food Service Equipment
- Government
- Hi-Tech/Biotech/Clean Tech
- Hospitals/Medical
- Hotels and Hospitality
- Manufacturing
- Office/Retail
- Oil and Gas
- Schools
- Textiles/Laundry Services
- Warehouses
- Water Treatment
- Wineries/Breweries/Distilleries

5. Certifications

What professional certifications are to be published in the directory (i.e. LEED, DVBE, etc.)?

6. Social Media

What is your company social media reference name to be published in the directory? _____

7. Online Directory

Yes, please display my company information in the Trade Professional Directory located at **socalgas.com** (Search "*TRADE PRO DIRECTORY*")

Please note that Trade Professionals must have at least two completed rebates or 10,000 therms within SoCalGas' energy-efficiency programs over a rolling 12-month period in order to participate in the Trade Professional Directory. Upon verification of your company's eligibility and the energy-efficiency measures you have worked on, your company's profile will be displayed online. The Trade Professional Directory is updated on a quarterly basis.

8. Signature

You acknowledge having completed two rebates or a project saving 10,000 therms.

By signing below, I, as a duly authorized representative of trade professional, agree that I have read, understand and shall fully comply with the terms of this Agreement and all applicable SoCalGas energy-efficiency program participation guidelines.

X

Trade Professional Signature

Title

Print Name

Date