

PARTICIPATION AGREEMENT

TRADE PROFESSIONAL PROGRAM



Trade Professionals who work with commercial, industrial, and agricultural customers and complete and execute the attached SoCalGas® Trade Professional Program Participation Agreement (Agreement) are eligible to participate in the SoCalGas Trade Professional Program (Program), subject to the terms and conditions of the Program and the Agreement.

BENEFITS FOR PARTICIPANTS

Trade Professionals who complete and execute the Agreement and comply with all of its terms, as well as the other requirements of the Program, can gain access to the following Program benefits:

1. Participation in SoCalGas' Energy-Efficiency Calculated Incentive Program and Energy-Efficiency Rebates for Business Program (collectively, the EE Programs), as well as rebate application support.
2. Direct rebate payments: Upon customer approval, rebate payments may be released to the Trade Professional, which can be used to help offset up-front costs to customers.
3. Inclusion in the SoCalGas Trade Professional Directory: Gain visibility among customers searching through the SoCalGas Trade Professional Directory. (Trade Professional must complete at least two rebates or save 10,000 therms through SoCalGas EE Programs over a rolling 12-month period in order to be included in the Trade Professional Directory.)
4. Subscription to SoCalGas Trade Professional Program emails with updates on rebates, incentives, and other programs.
5. Invitations to SoCalGas events and seminars.

This Agreement is entered into between Southern California Gas Company (SoCalGas or Utility) and

("Trade Professional")

TRADE PROFESSIONAL CODE OF CONDUCT

In exchange for permission to participate in the Program, 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 by or is working on behalf

- of SoCalGas, Sempra Energy, or any of affiliate of either entity. Trade Professional acknowledges that SoCalGas does not endorse or recommend the Trade Professional to any third party and does not review the Trade Professional's work, financial viability, proposals, or any other aspect of the Trade Professional's business. 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, logo, or any other identification 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, Trade Professional acknowledges that 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's contracts, work performed under such contracts, or otherwise.

4. SoCalGas reserves the right, exercisable in its sole discretion, to suspend or permanently terminate Trade Professional's participation if the Trade Professional

(Continue to next page)

fails to comply with Program guidelines or requirements. If a Trade Professional's participation in the Program is suspended, duration of the suspension shall be for a one-year period (from the date of notification). Trade Professional acknowledges that SoCalGas has no obligation to maintain, expand, or continue the Program or any EE Program, and may terminate such programs and, as a result, Trade Professional's participation therein upon notice.

5. Trade Professional 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. 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 permanently terminate 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.)

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

Fraudulent Documentation

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

- One occurrence - SoCalGas will suspend 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 suspend 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) Acknowledge the following:

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 Program Participation Agreement.

PARTICIPATION APPLICATION

TRADE PROFESSIONAL PROGRAM



Please complete all steps, sign the application, and return it via: Email: tradeapro@socalgas.com; or Mail: SoCalGas, Attn: Trade Professional Program, 1919 S. State College Blvd., SC8315, Anaheim, CA 92806. Incomplete applications cannot be processed and will be returned.

TRADE PROFESSIONAL COMPANY INFORMATION

Information will be included in the SoCalGas Trade Professional Directory as entered.

Company Name

Mailing Address

City

State

ZIP

Phone Number

Additional Locations (List cities only)

Email Address

Website

Social Media Username (Specify social networking website)

Certifications (i.e. LEED, DVBE, etc.)

PRIMARY CONTACT INFORMATION

First Name

Last Name

Title

Phone Number

Email Address

PRODUCTS AND SERVICE INFORMATION

1. Natural Gas Technologies

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

- | | | |
|-----------------------|--------------------------|--------------------------------|
| Boilers | Greenhouse Curtains/Film | Pre-Rinse Spray Valves |
| Economizers | Insulation | Recirculating Pump Controls |
| Engines/Water Pumping | Modulating Gas Valves | Regenerative Thermal Oxidizers |
| Foodservice Equipment | Ozone Laundry Systems | Steam Traps |
| Furnaces/Refractory | Pool Equipment | Water Heaters |

2. Services Provided

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

- | | | |
|------------------------------|--------------|-------------|
| Custom Process Improvements | Financing | Maintenance |
| Design/Build | Installation | Sales |
| Energy-Efficiency Consulting | | |

(Continue to next page)

3. Industries Served

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

Agriculture	Government	Office/Retail
Biotech/Clean Tech/High Tech	Healthcare	Oil and Gas
Breweries/Distilleries/Wineries	Hospitality/Hotels	Restaurant
Education	Laundry Services/Textiles	Water Treatment
Food Processing	Manufacturing	Other

4. Counties Served

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

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

ONLINE DIRECTORY

Yes, please display my company information in the SoCalGas Trade Professional Directory located at socialgas.com/tradepro

PROGRAM EMAILS

Yes, please subscribe me to SoCalGas Trade Professional Program emails.

SIGNATURE

By signing below, Trade Professional has caused this Agreement to be executed by its duly authorized representative as of the date set forth below, and Trade Professional hereby agrees to fully comply with the terms of this Agreement and all Program guidelines and requirements.

Trade Professional Signature

Print Name

Date

