

Non-Residential Midstream Energy Efficiency Products Program

Terms and Conditions

These terms and conditions apply to the Non-Residential Midstream Energy Efficiency Products Program (“Program”). The Program has been approved by the Virginia State Corporation Commission.

Any reference in these documents to “Dominion,” “Dominion Energy,” or “Dominion Energy Virginia” should be read as a reference to Virginia Electric and Power Company d/b/a Dominion Energy Virginia, as well as its authorized agents and contractors.

Enrollment Qualifications and Requirements for Participation

1. This Program provides the participant with a rebate incentive for sales of specified energy efficient equipment.
2. Sale transaction (“Transaction”) must be made on or after January 15, 2021.
3. Program participant must be a distributor or retailer (“Participant”) operating in Dominion’s service territory in the Commonwealth of Virginia. The Participant must agree in writing to these Terms and Conditions prior to being recognized as a Program-approved vendor and thus eligible to received incentive payments from Dominion.
4. Participant is eligible for more than one rebate per location during the term of the Program.
5. Participant agrees to provide point-of-sale data monthly in a standardized format (“monthly data sets”) for all Transactions of eligible energy efficiency equipment sold to the Participant’s non-residential end customers in Dominion’s service territory in the Commonwealth of Virginia (“Purchaser”). The list of eligible equipment can be found at www.DomSavings.com/midstream
6. By agreeing to provide the monthly data sets, the Participant is authorized and required to discount the rebate-eligible equipment sold to the Purchaser at the time of sale.
7. In order to qualify for a rebate incentive, all equipment sales included in the monthly data sets must include a delivery address and contact information for the Purchaser.
8. Dominion and/or its designees, including Program administrators and evaluation contractors, reserve the right to review Transaction data provided by the Participant, as well as contact the Purchaser to verify completion and measure energy savings to ensure compliance with all Program requirements. Such reviews will be made at a time convenient to the Purchaser. Denial of such verification or misrepresentation of installation location or equipment eligibility may result in forfeiture of the Participant’s rebate.
9. Program Transactions and participation must be completed in accordance with all laws, codes and other requirements applicable under federal, state and local authority.
10. The Participant understands that its Purchaser may be contacted by Dominion via survey or questionnaire to provide feedback regarding satisfaction with the Program.

Payment

1. Monthly data sets must be submitted within 45 days of the Transaction date. It is the Participant’s responsibility to assure that all requirements of the rebate Program are met. Failure to provide any of the required information in the monthly data sets will delay application processing and could result in non-payment. Dominion retains the right to

deny payment to Participant for failure to comply with the enrollment qualifications and requirements for participation.

2. Rebate payments are based on the transaction date. Participant must abide by the rules and rebate levels in effect on the Transaction date.
3. Payment will be issued to the Participant only for sale Transactions of eligible equipment made in Dominion's service territory in the Commonwealth of Virginia.
4. Participant should allow up to 90 days from the date all required information is received for processing any rebate.
5. Participant is urged to seek appropriate consultation concerning any tax liabilities that could be associated with the receipt of the rebate.

Other Requirements

1. Program procedures, requirements and rebate levels are subject to change or cancellation without notice and are subject to Program funds being available and regulatory approval.
2. Dominion, its parents, subsidiaries, employees, affiliates and agents assume no responsibility for, and make no representations (express or implied) about, the performance of the equipment or equipment warranty for equipment supplied or serviced by, the quality of the work or labor performed by, the quality of the materials supplied by, and/or the acts or omissions of, itself or any participating contractor.
3. By participating in this Program, the Participant hereby agree to indemnify, defend and hold harmless Dominion, its parents, subsidiaries, employees, affiliates and agents from any and all liability associated with the Program. Dominion shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from participation in this Program.
4. To the extent applicable Dominion retains all rights to energy and demand savings resulting from measures installed under this Program for a maximum of four years. Dominion has the exclusive right to enroll, nominate, or offer a bid for energy or demand reductions resulting from measures installed under this Program into load management programs, demand response programs, or auctions operated by PJM Interconnection, L.L.C. ("PJM"), the regional electric transmission organization of which Dominion is a member. To the extent applicable Purchaser's participation in the Program means that the Purchaser is consenting to Dominion sharing the Purchaser's pertinent information with PJM, Dominion's agents and contractors, including, but not limited to, its implementing contractors and its measurement and verification vendor. Pertinent Purchaser information includes account holder name, account number, energy usage and billing information, address, other contact information, measures installed, period of installation, demand/energy reductions resulting from measures installed under this Program and the technical basis for such reductions, loss factors, coincidence factors, interactive factors, building type and other information necessary to implement and monitor the Program including other information as required by PJM or any other regulatory authority.
5. These Program specific terms and conditions are in addition to the terms and conditions of service currently on file with the Virginia State Corporation Commission and contained in any agreement between the Participant and the implementation vendor for the program. To the extent there is any conflict among such terms and conditions, these Program specific terms and conditions shall control.