

Terms and Conditions for Trade Ally Network Incentives

Overview

Honeywell International Inc. ("Honeywell") offers trade ally network incentives ("Production Rewards") to eligible contractors, installers, and distributors ("Trade Allies") who participate in select Honeywell-implemented Dominion Energy Conservation Program measures and programs ("Programs"). The Production Rewards are designed to increase the adoption of energy-efficient products and services among Dominion Energy customers and to support the Trade Allies in growing their businesses.

Eligibility

To be eligible for Production Rewards, Trade Allies must be in good standing as a Full-Status Participating Contractor in Dominion Energy's contractor network and meet the production targets designated in a specific program.

Production Rewards

Production Rewards are based on the number and type of projects completed and verified by Honeywell under the Programs. Production Rewards are calculated and paid on a quarterly basis, subject to the availability of funds and the Program budget. Production Rewards are not guaranteed and are subject to change at any time. Honeywell reserves the right to change or revoke Production Rewards at any time, at its sole discretion, without prior notice.

Dominion Energy is not financially liable or responsible for paying part or whole of the Production Rewards. Dominion Energy is not involved in the administration or operation of the Production Rewards. Dominion Energy does not endorse or guarantee any products or services offered by the Trade Allies.

Current Production Rewards amounts are reflected on the Production Rewards charts, which are updated periodically and posted on the FAQ section on www.dom-vendor.com. Trade Allies are responsible for checking the Production Rewards charts regularly and ensuring that they are aware of the latest Production Rewards amounts and conditions.

Production Rewards will be awarded within 180 days of projects being approved by Dominion Energy. Project completion is defined by the work order reaching Complete status (following QA). The Trade Ally is solely responsible for reporting and paying any taxes associated with the Production Rewards.

Agreement

By participating in the Production Rewards, the Trade Ally agrees to abide by these terms and conditions, as well as the Program terms and conditions, and the Trade Ally Network terms and conditions. The Trade Ally also agrees to indemnify, defend, and hold harmless Honeywell, Dominion Energy, and their respective affiliates, officers, directors, employees, agents, and contractors from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the Trade Ally's participation in the Production Rewards, the Programs, or the Trade Ally Network.

Honeywell may modify, suspend, or terminate the Production Rewards at any time, with or without notice, for any reason or no reason, in its sole discretion. Honeywell's decisions regarding the Production Rewards are final and binding on the Trade Ally.

Trade Allies may submit a proposal to receive an increase in the cap on Production Rewards during a specific time period. The proposal will be subject to Honeywell's review on a case-by-case basis. To apply for an increased cap on Production Rewards during a given time period, Trade Allies must submit a formal proposal in writing to the Honeywell team that outlines: (1) the reason for their proposal, (2) the scope of the proposed work, (3) the proposed increased Production Rewards cap during a specified time period. Honeywell may modify or reject Trade Allies' Production Rewards cap increase proposals at any time, for any reason or no reason, in its sole discretion. Honeywell's decisions regarding the Production Rewards are final and binding on the Trade Ally.

Other Requirements

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.

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.

By participating in this Program, the Customer hereby agrees to indemnify, defend and hold harmless Dominion, its parents, subsidiaries, employees, affiliates, contractors, 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.

Dominion retains all rights to energy and demand savings resulting from measures installed under this Program. 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 the Company is a member. Customer's participation in this Program means that the Customer is consenting to Dominion sharing the Customer'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 Customer information includes, but is not limited to, energy usage and billing information, account holder name, 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, type of appliance at the home, and other information necessary to implement and monitor the Program, including any other information as required by PJM or any other regulatory authority.

Any Honeywell entity that supports or provides subcontracting services, including Elster Solutions, shall not be eligible for Production Rewards.

These Programs 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 Customer and a Program vendor. To the extent there is any conflict among such terms and conditions, these Programs specific terms and conditions shall control.