

FortisBC Trade Ally Network (TAN) Program

Part 1 – Eligibility and Benefits

FortisBC Energy Inc. ("FEI"), as a gas utility, and **FORTISBC INC. ("FBC")**, as an electric utility (collectively, "**FortisBC**") have developed the FortisBC Trade Ally Network Program (the "**TAN Program**") to connect customers with contractors and quality energy efficiency products. To be accepted as a member under the TAN Program (a "**TAN Member**") and to maintain your membership, you agree to comply with these terms and conditions.

1. Eligibility (Initial and Ongoing)

- 1.1. **Criteria.** To become and remain a TAN Member, you must, at all times, meet the conditions and criteria set out in Part 2 – Eligibility and Benefits (the "**Eligibility Criteria**") and provide FortisBC acceptable proof thereof
 - a. upon submitting your application for enrollment;
 - b. annually; and
 - c. otherwise upon request from FortisBC; all to the satisfaction of FortisBC. You must promptly notify FortisBC of any changes to any proof of eligibility submitted by you.
- 1.2. **Verification.** FortisBC may review your operations and the performance of your services for customers, including conducting site visits and/or reference checks of work performed and obtaining and reviewing customer invoices, to confirm performance standards and TAN Program eligibility, and to otherwise ensure compliance with the TAN Program terms and conditions.
- 1.3. **Credit Checks.** You hereby authorize FortisBC to conduct credit checks and perform such investigations as are reasonably necessary to ascertain your credit rating.

2. Acceptance

- 2.1. **FortisBC Discretion.** FortisBC reserves the right in its sole discretion to determine whether to accept or refuse anyone as a TAN Member. In addition, FortisBC may refuse applications which are incomplete, inaccurate or do not meet TAN Program requirements. FortisBC is not responsible for lost, delayed, misdirected, damaged, illegible or incomplete applications.
- 2.2. **Proof of Acceptance.** You do not become a TAN Member until FortisBC provides you written notice of acceptance, and subject to any requirements, limitations or restrictions contained in that notice.

3. Term and Termination

- 3.1. **Term.** Upon acceptance as a TAN Member and subject to section 7 (*Default, Suspension and Removal*), membership in the TAN Program will continue in effect until terminated pursuant to section 3.2 (the "**Term**").
- 3.2. **Early Termination.** Either party may terminate this Agreement at any time with or without cause, without any damages or penalty payable to the other party for such termination upon fifteen (15) business days' prior written notice to the other party.

4. TAN Benefits

- 4.1. **Eligibility.** Upon acceptance as a TAN Member, you will be eligible for the TAN Program benefits associated with your Eligibility Criteria level as set out in Part 2 - Eligibility and Benefits, unless otherwise described in your notice of acceptance, and any additional benefits offered to you by FortisBC pursuant to section 4.2 (*Additional Benefits*) (collectively, the "**TAN Benefits**").
- 4.2. **Additional Benefits.** FortisBC may, from time to time, offer or extend additional benefits, including offers, promotions, pilot programs and rebate program participation, to TAN Members based on existing Eligibility Criteria and/or subject to additional eligibility criteria. To participate in such additional benefits, eligible TAN Members must be accepted by FortisBC for participation and may be required to consent to supplemental terms and conditions. FortisBC makes no guarantee that all TAN Members meeting the eligibility requirements for additional benefits will be entitled to receive such benefits. Entitlement to such additional benefits is at FortisBC's discretion. Acceptance as a TAN Member, and/or receipt of additional benefits, does not guarantee participation in any future benefits, offers or promotions.
- 4.3. **No Additional Compensation.** Except for TAN Benefits, you are not entitled to any additional payment, compensation or consideration from FortisBC, a customer or any other person, for participation in the TAN Program. You will not solicit or demand any payment, and will not use your participation in the TAN Program, to market, distribute or sell any products or services except as specifically permitted by FortisBC in writing.

4.4. Conditions - Your entitlement to TAN Benefits is subject to:

- a. being a member in good standing of the TAN Program and not in default of these terms and conditions; and
- b. these terms and conditions, any additional terms and conditions associated with specific benefits, and any TAN Program or benefits guidelines, all of which as may be established, amended, supplemented and/or replaced by FortisBC from time to time.

5. Annual Requalification and Reporting – Once each calendar year (or over such shorter or longer period as FortisBC directs), upon request from FortisBC, in addition to submitting proof that you continue to meet the Eligibility Criteria (and such other information as requested by FortisBC), you must submit to FortisBC, by the required date indicated in such request, the following:

- a. if you provided gas installation services during the year, data on, and proof of, the number of installations performed and service calls completed during the preceding twelve (12) months, separated by gas and electric, as applicable; and
- b. details of any complaints and enforcement actions related to your business by any governmental authority, including Technical Safety BC.

6. Conduct of Business

6.1. Performance Standards. As a TAN Member, you must:

- a. perform all sales, installations and other services in a high quality, safe and approved manner, to the satisfaction of the customer, and in accordance with all applicable laws and industry best practices;
- b. conduct your business in a professional and ethical manner;
- c. be committed to customer confidence and satisfaction as a fundamental and ongoing business principle, and promptly resolve customer complaints and maintain customer satisfaction levels satisfactory to FortisBC;
- d. ensure your employees and contractors are qualified to perform the work and abide by these terms and conditions. You are responsible for any non-compliance by your employees or contractors;
- e. not advertise in direct competition with FortisBC, or in a manner that is harmful to FortisBC or its natural gas or electric service;
- f. safeguard the property, rights and interests of FortisBC and assist FortisBC at its request and at its expense to take steps to defend such rights; and
- g. safeguard the personal information of prospective customers and customers in accordance with all applicable laws.

6.2. Performance Obligations. As a TAN Member, you must:

- a. be an active contractor or seller/vendor as listed on customer directories and not act primarily as a sub-contractor;
- b. ensure all employees and vehicles are presentable and properly identified, quotes are provided within five (5) days of customer request, and after-sales service is prompt and acceptable;
- c. tag all equipment installed by you with your identification and contact number for the benefit of reference by the customer;
- d. promptly resolve customer complaints and immediately notify FortisBC of any customer complaint with respect to products installed or ECMS (as defined below) provided;
- e. immediately notify FortisBC of any complaint, investigation, enforcement action, or fine under any applicable laws or by any governmental authority related to services, products or any energy conservation measures;
- f. resolve customer complaints received by FortisBC within ten (10) working days of receiving notice of the complaint from FortisBC;
- g. not charge customers more than competitive market rates; and
- h. provide customers a suitable service contract and/or warranty program of one (1) year from the date of sale or installation, or as per the manufacturer's specifications, whichever is greater.

6.3. Program Activities. As a TAN Member, you must:

- a. be willing and able to perform the sale of, or services related to, energy efficient or energy conservation measures established, implemented, endorsed, offered or promoted by

- FortisBC (each, an “**ECM**”), as may be amended by FortisBC from time to time and as designated by FortisBC on its website and in communications provided by FortisBC to TAN Members;
- b. act as an ambassador for energy conservation and sustainable best practices and make available to customers’ relevant information respecting ECMs;
 - c. use and display materials supplied by FortisBC to promote the TAN Program and the sale of energy efficient products and services, in accordance with any guidelines established by FortisBC from time to time;
 - d. participate in product marketing promotions appropriate to your business as and when requested by FortisBC;
 - e. provide, or otherwise make available, to your customers, all information available from FortisBC about its rebates or other offers;
 - f. promptly and accurately complete and/or process information and materials required for customers to receive FortisBC funding and rebates and otherwise facilitate the rebate application process for customers;
 - g. ensure that your employees participate in FortisBC’s facilitated TAN Program courses and any orientations sessions;
 - h. provide customers an invoice credit for, or the benefit of, any point of sale or other rebates you receive for products installed or acquired for customers and identify the credit/rebate as a FortisBC credit/rebate; and
 - i. enable FortisBC to review your business operations and the performance of services for FortisBC’s customers.
- 7. Default, Suspension and Removal**
- 7.1. Effect of Default.** FortisBC may immediately suspend or terminate your participation in the TAN Program for failing to meet the Eligibility Criteria and for any default and other non-compliance with these terms and conditions, as determined by FortisBC, in its sole discretion. If FortisBC becomes aware of any default and/or other non-compliance with these terms and conditions by you, any information, documentation or communication received by you from FortisBC pertaining to or arising from such default and/or non-compliance will be deemed confidential. You will not directly or indirectly disclose any such confidential information, documentation or communication to any third party without the prior written consent of FortisBC. This section survives termination of this Agreement.
- 7.2. Conditions for Reinstatement.** If you are suspended or FortisBC terminates your participation in the TAN Program, FortisBC may impose corrective action, a probationary period or other conditions or restrictions prior to permitting reinstatement as a TAN Member, and all such conditions or restrictions are incorporated into and form part of these terms and conditions.
- 8. Promotion, Advertising and Use of Marks**
- 8.1. Use of FortisBC Marks.** On all materials using FortisBC’s and/or the TAN Program’s name and logo(s) (together, the “**Marks**”), you will:
- a. properly identify the Marks as the property of FortisBC, using a tagline approved by FortisBC;
 - b. only use the Marks with the pre-approval of, and in accordance with any guidelines established, or instructions provided by, FortisBC;
 - c. not adopt or use any trademark or name that is confusingly similar to the Marks;
 - d. not authorize anyone else to use the Marks;
 - e. not, in any proceedings brought against it by FortisBC to enforce the provisions of these terms and conditions, contest or question the validity of the Marks; and
 - f. not commence legal action affecting the Marks in its own name or on FortisBC’s behalf unless FortisBC first consents in writing.
- 8.2. Advertising.** Any advertising you do identifying or promoting your participation in the TAN Program must comply with the guidelines established, or instructions provided by, FortisBC.
- 8.3. Use of Your Name and Marks.** You hereby consent to FortisBC using and displaying your name, logo and/or address as necessary to provide you the TAN Benefits.
- 9. Limitation of liability and indemnity**
- 9.1. No Liability.** FortisBC assumes no liability or responsibility for work performed by you for your customers or for any goods sold or services performed by you.
- 9.2. Indemnity.** You hereby indemnify and save harmless FortisBC and its directors, officers and employees for all costs, expenses, causes of actions, claims, suits and judgments incurred by FortisBC as a result of, caused by, incidental to, or arising from the operation of your business, any work performed by you, your employees, agents and sub-contractors, or any non-compliance with any term or condition of this Agreement. You hereby waive any claim, action, or proceeding against FortisBC for damages, expenses or costs, including loss of profits, loss of opportunity or any consequential loss for any reason including, but not limited to, any actual or alleged unfairness on the part of FortisBC.
- 9.3. Survival.** This section survives termination of this Agreement.
- 10. Additional terms and conditions**
- 10.1. Modifications and Termination.** FortisBC reserves the right to amend or modify these terms and conditions, the TAN Program, the Eligibility Criteria or the TAN Benefits, or to terminate the TAN Program at any time and for any reason, without cause, reason or notice.
- 10.2. Governing Law.** The TAN Program and these terms and conditions will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 10.3. Enurement.** These terms and conditions will be binding upon and will ensure to the benefit of and be enforceable by the respective successors.
- 10.4. No Agency.** As a TAN Member, you are an independent contractor and not the legal representative, or agent, partner or joint venturer of FortisBC for any purpose, and have no right to, and will not, incur any liability on behalf of FortisBC or bind or otherwise commit FortisBC to any matter whatsoever.
- 10.5. Exercise of Discretion.** Where FortisBC exercises any right, discretion or decision-making, such exercise shall be in FortisBC’s sole, absolute and unfettered discretion.
- 10.6. No Assignment.** The TAN Member shall not assign its rights and obligations without the prior written consent of FortisBC.
- 10.7. No Waiver.** No delay or failure by FortisBC in exercising any right shall constitute a waiver of such right and no consent to, or waiver of, a breach of any term or condition shall constitute a consent to any prior or subsequent breach. FortisBC is not bound by any waiver of a provision unless such waiver is consented to in writing by FortisBC.

FortisBC Trade Ally Network (TAN) Program

Part 2 – Eligibility and Benefits

Base membership

Eligibility Criteria – proof of each requirement to be provided	Benefits
<ol style="list-style-type: none"> Service area (electric) - provide electric products and services within the FBC service territory (which includes Kelowna, South Okanagan and Kootenay area (including Penticton, Summerland, Grand Forks and Nelson) as more specifically identified on the FBC service territory map(s) available on FortisBC's website. Service area (gas) - provide natural gas products and services within the FEI service territory (which includes Lower Mainland, Fraser Valley, Squamish, Whistler, Interior of British Columbia, Vancouver Island and/or Sunshine Coast) as more specifically identified on the FEI service territory map(s) available on FortisBC's website. Years in business - at least two (2) years since date of application. Business license - valid business license for each jurisdiction in which you carry on business. TSBC license - licensed and in good standing with Technical Safety BC. WorkSafeBC - registered and in good standing with WorkSafeBC in accordance with the statutory requirements in British Columbia, or, where such coverage is not available to the TAN Member or applicant, the TAN Member or applicant, as the case may be, shall provide FortisBC with a letter setting out the reasons the TAN Member or applicant is exempt from the statutory requirements in British Columbia. Licenses and registrations - have all applicable licences, registrations, permits and other authorizations as required by law or any governmental authority, including under the <i>Safety Standards Act</i> of BC for the operation of your business. Insurance - public liability insurance of at least two million dollars (\$2,000,000) per occurrence. References and ratings – provide satisfactory financial and other references acceptable to FortisBC. In determining TAN Program eligibility, FortisBC may, as determined necessary by FortisBC in its sole discretion, (i) review customer complaints and reviews posted online or filed with Better Business Bureau; and (ii) consider past dealings with the TAN Member or applicant, as the case may be. Credit Rating - an acceptable credit rating and satisfactory payment history to suppliers. Corporate Requirements <ol style="list-style-type: none"> names and addresses of your directors, officers and principal shareholders; and FortisBC may require each principal shareholder to have an acceptable credit rating. Gas fitter – If you provide <u>gas services</u>, maintain at least one "B" gasfitter on staff or on contract. Electrician - if you provide <u>electric services</u>, maintain at least one certified electrician on staff. Refrigeration mechanic – if you provide <u>electric services</u>, provide copy(ies) of refrigeration mechanic certificate(s), if applicable. 	<ol style="list-style-type: none"> Member identification <ol style="list-style-type: none"> designation as a TAN Member; and right to identify yourself as a TAN Member and to use such designation and TAN Member logo in advertising related to eligible services, subject to section 8 (<i>Promotion, Advertising and Use of Marks</i>) of Part 1 – Terms and Conditions. Customer benefits - the opportunity for your customers to participate in loyalty and financing programs, as available, subject to the terms and conditions of such programs. TAN Program assistance - such as product information, sales and management training seminars, etc., at minimal or no cost. Directory listing – inclusion of any one or more of your business name, logo and contact information in FortisBC's publicly available directory/listing of TAN Members. Program Materials – access to, and notice of, FortisBC program materials promoting natural gas and/or electric products and ECMs (as defined in section 6.3(a) of Part I – Terms and Conditions). Promotion references - reference in specific TAN Program promotional materials, including internal and external communications, issued by FortisBC from time to time. FortisBC will use reasonable efforts to provide advance notice of the timing and particulars of such promotions. Access to Materials - opportunity to purchase and use TAN Program promotional materials, as available from time to time. Incentive and Other Programs – opportunity to participate in certain incentive and other programs as determined and offered by FortisBC from time to time. Advertising Allowance - opportunity to apply for and receive annual advertising allowances to promote the sale of, or services related to, natural gas and or electric products, and ECMs, subject to FortisBC's terms and conditions with respect to such advertising allowance. Training Allowance – opportunity to apply for and receive funding for completing approved technical courses, subject to FortisBC's terms and conditions with respect to such training allowance.