

Illinois Foodservice Equipment Rebates – Addendum to the Supplier Agreement

1. DEALER INFORMATION

Company Name (“Supplier”) Number of Participating Locations

Physical Address

City State ZIP Code

Mailing Address (If different from above)

City State ZIP Code

Federal Tax ID Tax Status (Corporate, Partnership, Sole Proprietorship, or Exempt)

Website Address

Primary Management Contact Name

Phone Number Email Address

Secondary Management Contact Name

Phone Number Email Address

Rebate Data Entry Contact

Phone Number Email Address

2. ADDENDUM DESCRIPTION

The offering has been updated to include Ameren Corporation as a participating Utility and Cohen Ventures, Inc. DBA Energy Solutions as one of the Program Implementers. The terms and conditions set forth in this Addendum are effective as of January 1, 2022 and through the offering term. All other terms in the original Agreement shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

3. INCENTIVE APPLICATION PROCESSING, TERMS, & PAYMENT

To the extent that any of the Addendum provisions below conflict with the Supplier Code of Conduct provisions of the Agreement, the provisions of this Addendum shall control.

Applying for an Incentive

To receive the rebates, Participating Supplier must upload required sales and installation information to the Online Incentive Platform ("Incentive Application"). The following installation, equipment, and sales information are required to complete an Incentive Application:

Installation Site Information:

- a. Installation address information (where the Qualifying Equipment is installed)
- b. Building Type

Customer Information:

- a. Business Name
- b. Contact Name
- c. Email Address

Sale Information:

- a. Invoice Number
- b. Sale Date
- c. Project Type
- d. Proof of Sale (Invoice Copy)

Equipment Information:

- a. Manufacturer
- b. Model Number(s)
- c. # of units installed
- d. Estimated Install Date

The Participating Supplier shall be responsible for supplying accurate and complete information when submitting Incentive Applications either to the Program Implementer or via the Online Incentive Platform. Insufficient information may result in rejection of the Incentive Application.

4. TERMS AND CONDITIONS APPLICABLE TO INCENTIVE APPLICATIONS

The following terms and conditions shall apply to every Incentive Application that Participating Supplier submits in connection with the offering.

Good Faith Statement

The Participating Supplier certifies and warrants that all information on any Incentive Application submitted by Participating Supplier is submitted in good faith as true and correct in all material respects in accordance with the Participating Supplier Code of Conduct section of the Agreement. The Participating Supplier will take all appropriate and reasonable internal administrative steps to maintain trained staff on the offering and avoid duplicate entries of Incentive Applications that may be created due to current paperwork processes, personal organization of assigned administrative support, and potential fraudulent activity.

Funding Limitations

The Participating Supplier acknowledges and understands that the offering has a limited budget. Incentive Applications will be accepted on a first-come, first-served basis until the Term has ended or until allocated funds are exhausted. First-come, first-served status will be determined by the date and time the Incentive Application is submitted via the Online Incentive Platform. The Program Implementer, in its sole discretion, may implement a reservation system or incentive allocation or other framework to provide market confidence.

Double-Dipping

Each qualifying equipment is eligible for only one incentive or rebate payment, through either this offering or any other energy efficiency incentive offering offered by the Utilities. For avoidance of doubt, if the customer located in an eligible location receives incentives for equipment under this offering, such equipment will not be eligible for an incentive or rebate payment under another program offered by the Utilities. Incentive Applications will be compared for duplicate incentive payments across this and other applicable programs offered by the Program Administrator. Incentive Applications deemed to be duplicates will be rejected from this offering for "double-dipping". If "double-dipping" was determined within another applicable program application, that program will be notified that the Incentive Application for this offering was rejected. Similarly, Incentive Applications reflecting the same install location as another in-process or approved application in this offering, or any other applicable program will not be approved until double-dipping or any other appropriate verification is completed.

Indemnification of Program Implementers

In addition to the indemnity obligations set forth in Section 3 of "Participating Supplier Code of Conduct", Participating Supplier further agrees to defend, indemnify and hold harmless the Program Implementers (including their respective affiliates, officers, directors, employees, regional representatives, agents, successors or assigns) (each an "Indemnified Party"), from and against any and all claims, demands, liabilities, losses, or causes of action (including, without limitation, court costs and reasonable attorney's fees) (collectively, "Losses") which arise out of or are connected with this Participation Agreement, the offering or the qualifying equipment; provided, however, that the foregoing indemnification obligation will not apply to the extent such Losses are caused solely from the negligence of the Indemnified Party.

Refunds

In the event that a qualifying equipment is returned to a Participating Supplier for which an incentive was provided, the Participating Supplier is responsible for reporting the return to the Program Implementers within fifteen (15) calendar days of the return. The incentive amounts will be deducted from the next incentive reimbursement check paid to Participating Supplier. If Program Administrator cannot offset the refund, then upon request by the Utilities or Program Implementers, Participating Supplier shall promptly refund to the Program Administrator the incentive amounts.

Warranty Disclaimer and Liability

NEITHER THE UTILITIES NOR THE PROGRAM IMPLEMENTERS ENDORSE, GUARANTEE, OR WARRANT ANY MANUFACTURER, SUPPLIER OR PRODUCT, AND NEITHER THE UTILITIES NOR THE PROGRAM IMPLEMENTERS MAKE ANY WARRANTIES OR GUARANTEES IN CONNECTION WITH THE OFFERING, ANY PROJECT, OR ANY ITEM OR SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER THE UTILITIES NOR THE PROGRAM IMPLEMENTERS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY TO PARTICIPATING SUPPLIER, ITS EMPLOYEES, ITS AGENTS OR ANY THIRD PARTIES IN CONNECTION WITH THE OFFERING OR OTHERWISE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE PARTICIPATING SUPPLIER'S PARTICIPATION IN THE OFFERING. THE PARTICIPATING SUPPLIER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE OFFERING AND IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE OFFERING ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF EITHER THE UTILITIES OR THE PROGRAM IMPLEMENTERS AND NEITHER MAKES ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.

IN NO EVENT SHALL A PARTY BE LIABLE TO ANOTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES INCLUDING LOST PROFITS, ARISING FROM OR OTHERWISE IN CONNECTION WITH THIS PARTICIPATION AGREEMENT.

5. PROGRAM PARTICIPATION ACTIVATION

Participant has caused this Agreement to be executed by its duly authorized representative.

Dealer Signature

Print Name

Title

Date

Fill out page one in the Dealer information section and fill out the lines above, sign and date. Please make a copy of this Agreement for your records and then mail or electronically submit the signed document to:

Energy Solutions

ATTN: Illinois Foodservice Equipment Rebates

449 15th Street, Suite 400

Oakland, CA 94612

instantrebates-il@energy-solution.com

Foodservice Equipment Rebates – Supplier Agreement

September 1, 2019 through December 31, 2021

ComEd®, Nicor Gas, Peoples Gas, and North Shore Gas have partnered to create the Foodservice Equipment Rebate offering (herein referred to as “offering”). Through this offering, your customers who operate in the utilities’ service territories can save money at the point-of-sale and each month on their electric and gas bills.

Frontier Energy , Inc., a California Corporation, (Frontier) is the Program Implementer of the Foodservice Equipment Rebates offering. Foodservice equipment dealers/suppliers who execute the Foodservice Equipment Rebates Supplier Agreement become eligible to participate in and offer point-of-sale rebates on high efficiency foodservice products subject to the terms and conditions of the Agreement.

ComEd®, Nicor Gas, Peoples Gas, North Shore Gas, and Frontier are hereinafter jointly referred to as the Utilities.

BENEFITS FOR PARTICIPANTS

Participating suppliers who execute the Supplier Agreement and comply with all the terms gain access to the following additional benefits:

1. Receive rebate payments: Upon submission, review and approval, you can have rebate payments released to you, which can be used to help offset up-front costs to your customers.
2. Receive sales incentive payments for qualifying high efficiency foodservice equipment sold.
3. Access to an easy-to-use online tool to submit rebate applications and track payments.
4. Receive marketing materials for your showroom, including flyers, stickers for eligible equipment, and a banner.
5. Inclusion on the list of qualifying participants on the Foodservice Equipment Rebates website.
6. Receive training and support with outreach and marketing.

PARTICIPATING SUPPLIER CODE OF CONDUCT

In exchange for permission to participate in the Foodservice Equipment Rebate offering, the Participating Supplier agrees to the following:

1. Participating Supplier shall ensure that the equipment is on the Qualifying Products List and will be installed in a qualifying location within the service territories of the Utilities. Electric appliances must be installed within the service territory of ComEd, and gas appliances within the territories of Nicor Gas, Peoples Gas, or North Shore Gas. Eligible locations will be identifiable by zip code on the FER website: www.il-foodservicerebates.com.
2. Participating Supplier shall not state or in any way imply to the customer or any other person that the Participating Supplier is employed or is working on behalf of the Utilities. The Utilities do not endorse or recommend the Participating Supplier to any customer. Participating Suppliers must not misrepresent the nature of its role or its relationship with the Utilities.
3. Participating Supplier shall not represent or otherwise indicate that any products and/or services provided by the Participating Supplier or any other third party are approved, authorized or endorsed by the Utilities. The Utilities do not endorse any particular products, services or companies. Participating Supplier shall not use the name or logo of the Utilities in any

promotional literature, advertisements or writing of any kind without the express prior written approval of Utilities.

Participating Supplier shall defend, reimburse, indemnify and hold the Utilities and their current and future parent company, subsidiaries, affiliates and their respective directors, officers, shareholders, employees, agents, representatives, successors and assignees 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 Participating Supplier's participation in the Utilities' offering and/or Participating Supplier's work on behalf of any customer, including but not limited to Participating Supplier's act or omissions in breach of this Agreement, except to the extent such claims are caused by the Utilities sole negligence or willful misconduct. Participating Supplier waives any and all claims against the Utilities parties arising out of its participation in Foodservice Energy Rebate offering without limiting the generality of the foregoing, the Utilities disclaim all liability in connection with, and makes no warranties, expressed or implied, regarding work performed under any of the Participating Supplier's contracts; nor shall the Utilities be in any way liable for any claims, damages, fines, settlements or judgments regarding Participating Supplier contracts, or work performed under such contracts.

4. The Utilities reserve the right, exercisable in its sole discretion, to suspend or terminate Participating Supplier's participation if the Participating Supplier fails to comply with offering guidelines or requirements. If a Participating Supplier's participation in the Foodservice Equipment Rebates offering is suspended, duration of the suspension shall be for a one-year period (from the date of notification) unless otherwise specified. In extreme or egregious cases, the Utilities reserve the right to terminate permanently from participation. Further, the Utilities have no obligation to maintain, expand or continue the Participating Supplier offering and may terminate the offering and, as a result, Participating Supplier's participation therein.
5. Participating Suppliers 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. Participating Supplier will receive guidance for project submittals which will be available online and upon request. The project submittal form requires full information on the installation location and contact information of the purchaser. Frontier Energy requests monthly reimbursement submittals, with all invoices submitted within 60 days of the time of sale.
7. Frontier Energy will reimburse the Supplier within 30 days of receipt of the Supplier's completed project submittal form, provided the Supplier is in full compliance with all other Supplier Agreement requirements.
8. In the event that Product is returned to Distributor for which the offering provided incentives, the Supplier is responsible for:
 - a. Reporting the return to Frontier Energy within 15 calendar days of the return through the Project Submittal process described above, and
 - b. Refunding to Frontier Energy within 15 business days of the date of the return the value of the incentives received by the Supplier.
9. Supplier must provide a copy of their W-9 form to Frontier with the signed Supplier Agreement for tax reporting purposes. Rebate reimbursements will be withheld until the Supplier submits their W9.

10. To review effectiveness, the offering may be evaluated by the utilities' third-party evaluation firm. Participating Suppliers will provide the necessary data information the comply with offering guidelines or requirements necessary for third party evaluation. This includes, but is not limited to, information on the installation location and contact information of the purchaser. Additionally, Participating Suppliers will provide support for the offering evaluation that may include, but are not limited to:
 - a. Participating Suppliers may be contacted by an evaluator to verify the product sold or be asked to complete a customer survey. If contacted, participation is required per offering guidelines or requirements.
 - b. Providing additional supporting documentation, such as a sales invoice, if requested.
11. The Utilities may elect to maintain a log of customer complaints, issues and other examples of non-compliance by Participating Suppliers. The Utilities, in their sole discretion, may suspend or cancel the Participating Supplier's participation in the Utilities' offering.
12. Frontier will communicate term changes to the Supplier in writing. All authorized transactions will be honored and reimbursed as long as the funding from the Utilities' incentives pool from their respective energy efficiency programs has been applied for and approved and remains available
13. Final transaction reports for the offering period must be received by Frontier Energy on or before 10 days after the offering end date. The offering end date is currently scheduled for October 31, 2020, so all final transaction reports must be received by November 10, 2020. Project submittal forms received after this date will not be processed for payment. Invoice dates must be within the current offering period. The current offering period is September 1, 2019 through October 31, 2020, so all invoices must be dated within this period. If the offering period or end dates change, an amendment will be issued to all Participating Suppliers, noting the updated duration of the offering and this agreement.

Electronic Signature

By completing and electronically submitting this Supplier Agreement, I, as a duly authorized representative of Participating Supplier, agree that I have read, understand and shall fully comply with the terms of this Agreement and all applicable guidelines for the Foodservice Equipment Rebates offering.