



AEP Texas Commercial Food Service Program – Participation Agreement

The AEP Texas Commercial Food Service Market Transformation Program (“AEP Texas CFS”, “AEP Texas CFS Program” or “Program”) offers eligible customers midstream and downstream rebates to help offset the increased cost of efficient appliances. A sales performance incentive fund (SPIF) incentive is also provided to Foodservice Equipment dealers/suppliers (“Participating Supplier”) to promote the efficient option and handle all rebate paperwork.

Frontier Energy, Inc., a California Corporation, (“Frontier”) is the Program Implementer of the Program offering. Participating Suppliers, Customers, and Authorized Customer Representatives (“Participants”) who execute the AEP Texas CSF Participation 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.

BENEFITS FOR PARTICIPANTS

Participating Suppliers, Customers, and Authorized Customer Representatives, who execute the Participation 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 upfront 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 AEP Texas CFS program website.
6. Receive training and support with outreach and marketing.

PARTICIPATING SUPPLIER CODE OF CONDUCT

In exchange for permission to participate in the AEP Texas CFS program offering, the Participating Supplier, Customer, or Authorized Customer Representative agrees to the following:

1. Participating Supplier, Customer, or Authorized Customer Representative shall ensure that the equipment is on the Qualifying Products List and will be installed in a qualifying location within the service territories of AEP Texas (“Utility”). Eligible locations will be identifiable by zip code on the FER website: www.aeptx-foodservicerebates.com. Eligibility will be verified by the business address.

2. Participating Supplier, Customer, or Authorized Customer Representative shall not state or in any way imply to the customer or any other person that the Participating Supplier, Customer, or Authorized Customer Representative is employed or is working on behalf of the Utility. The Utility does not endorse or recommend the Participating Agreement to any customer. Participating Suppliers, Customers, or Authorized Customer Representatives must not misrepresent the nature of its role or its relationship with the Utility.
3. Participating Supplier, Customer, or Authorized Customer Representative shall not represent or otherwise indicate that any products and/or services provided by the Participating Supplier, Customer, or Authorized Customer Representative, or any other third party are approved, authorized, or endorsed by the Utility. The Utility does not endorse any products, services or companies. Participating Supplier, Customer, or Authorized Customer Representative shall not use the name or logo of the Utility in any promotional literature, advertisements or writing of any kind without the express prior written approval of the Utility.
4. Participating Supplier, Customer, or Authorized Customer Representative shall defend, reimburse, indemnify and hold the Program Implementer, Utility, and their current and future parent company, subsidiaries, affiliates and their respective directors, officers, shareholders, employees, agents, representatives, successors and assignees (“Indemnified 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 Participating Supplier’s, Customer’s, or Authorized Customer Representative’s participation in the Utility offering and/or Participating Supplier’s, Customer’s, or Authorized Customer Representative’s work, including but not limited to Participating Supplier’s, Customer’s, or Authorized Customer Representative’s act or omissions in breach of this Agreement, except to the extent such claims are caused by the Indemnified Parties’ sole negligence or willful misconduct. Participating Supplier, Customer, or Authorized Customer Representative waives any and all claims against the Indemnified Parties arising out of its participation in AEP Texas CFS offering without limiting the generality of the foregoing, the Indemnified Parties disclaim all liability in connection with, and makes no warranties, expressed or implied, regarding work performed under any of the Participating Supplier’s, Customer’s, or Authorized Customer Representative’s contracts; nor shall the Indemnified Parties be in any way liable for any claims, damages, fines, settlements or judgments regarding Participating Supplier, Customer, or Authorized Customer Representative contracts, or work performed under such contracts.
5. The Utility reserves the right, exercisable in its sole discretion, to suspend or terminate Participating Supplier’s, Customer’s, or Authorized Customer Representative’s participation if the Participating Supplier, Customer, or Authorized Customer Representative fails to comply with the offering guidelines or requirements. If a Participating Supplier’s, Customer’s, or Authorized Customer Representative’s participation in the AEP Texas CFS offering is suspended, the 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 Utility reserves the right to terminate permanently from participation. Further, the Utility has no obligation to maintain, expand or continue the Participating Supplier, Customer, or Authorized Customer Representative offering and may terminate the offering and, as a result, the Participating Supplier’s, Customer’s, or Authorized Customer Representative’s participation therein.
6. Participating Suppliers, Customers, or Authorized Customer Representatives shall comply with all applicable local, state, and federal laws, rules, regulations, and orders in their performance of services for any customer under this Agreement.

7. Participating Supplier, Customer, or Authorized Customer Representative 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, contact information of the purchaser, and supporting sales documentation.
8. Program Implementer will reimburse the Supplier, Customer, or Authorized Customer Representative within 30 days of receipt of the Supplier's, Customer's, or Authorized Customer Representative's completed project submittal form, provided the Supplier, Customer, or Authorized Customer Representative is in full compliance with all other Participation Agreement requirements.
9. In the event that Product is returned to Distributor for which the offering provided incentives, the Supplier, Customer, or Authorized Customer Representative is responsible for:
 - a. Reporting the return to the Program Implementer within 15 calendar days of the return through the Project Submittal process described above, and
 - b. Refunding to the Program Implementer within 15 business days of the date of the return the value of the incentives received by the Supplier.
10. Participating Supplier or Authorized Customer Representative must provide a copy of their W-9 form to the Program Implementer with the signed Supplier Agreement for tax reporting purposes. Rebate reimbursements will be withheld until the Supplier submits their W9.
11. To review effectiveness, the offering may be evaluated by Utilities' third-party evaluation firm. Participating Suppliers, Customers, and Authorized Customer Representatives will provide the necessary data information to 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, Customers, and Authorized Customer Representatives will provide support for the offering evaluation that may include, but are not limited to:
 - a. Participating Suppliers, Customers, and Authorized Customer Representatives 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 and credit note, if requested.
12. The Utility may elect to maintain a log of customer complaints, issues, and other examples of non-compliance by Participating Suppliers, Customers, and Authorized Customer Representatives. The Utility, in their sole discretion, may suspend or cancel the Participating Supplier's participation in the offering.
13. Program Implementer will communicate term changes to the Supplier, Customer, and Authorized Customer Representative in writing. All authorized transactions will be honored and reimbursed as long as the funding from the Utility incentive pool has been applied for and approved and remains available.
14. The current offering period is valid through December 31, 2026. If the offering period or end dates change, an amendment will be issued to all Participating Suppliers, Customers, and Authorized Customer Representatives, noting the updated duration of the offering and this agreement.
15. Program Implementer may elect to perform a visual site inspection to verify that the Participant is adhering to program terms and conditions. At the visual inspection, the Field Inspector will request to take and use photographs of the installed equipment and collect information on how this program influenced their purchasing decision.

Regulatory and Governing Authority

Participant understands and agrees that this Participation Agreement and the Program shall be subject to changes or modifications by the regulatory or governmental body that oversees Program Administrator ("Regulatory/Governmental Body") at its sole discretion. The governing Regulatory/Governmental Body for each Program shall be identified in the Program Appendix, as applicable. Participant understands and agrees that the Regulatory/Governmental body may commence an investigation or other regulatory proceeding concerning the Programs and/or this Agreement. Participant agrees to cooperate fully with any such investigation or proceeding.

Confidentiality

Program Implementer and Program Administrator acknowledge the sensitive nature of certain data supplied by Participants. Any participant data provided by the Participant to Program Administrators or Program Implementers as part of the Program may be used to track and analyze trends in sales of Qualifying Equipment over the course of the Program and evaluate the effectiveness of the Program. Participants' cumulative sales information will be used to generate a comprehensive report, which will act as the basis for determining the Program's success. This report will be made available to the public. However, this report will not specify Participants by name nor contain any personally identifying information (PII) of Eligible Customers.

Participant acknowledges and agrees that Program Administrators and Program Implementer have no duty of confidentiality concerning any information submitted by the Participant according to its participation in the Program and that Program Administrators and Program Implementer may disclose such information to Regulatory/Governmental Body. This Program is subject to oversight by the Regulatory/Governmental body, which may wish to review any Program data that Program Administrators and Program Implementer receive. If any data or other materials submitted by the Participant are made public, neither the Program Administrators nor the Program Implementer will be liable to the Participant or any other party.

Preservation of Records

The Participant shall preserve all records of sales of Qualifying Equipment for which an Incentive was received from the Program Implementer under this Program for a period of five (5) years, or as otherwise specified in the Program Appendix, after termination of the specific Program or of this Participation Agreement, whichever occurs later. All accounts and records related to the Program, including equipment purchase records, sales, and incentive payments, may be inspected and reproduced by the Program Implementer's duly authorized representatives. Financial statements, reports, records, and other documents of the Participant must accurately reflect all activities and transactions for which the Participant received an Incentive under the Program.

Tax Liability

Incentives paid to Participating Supplier will be reported as income to the IRS on Form 1099 by the Program Implementer unless the Participant indicates exempt status on page 1 of this Participation Agreement. Participants are advised to consult with a tax adviser, accountant, or legal counsel regarding the taxability of incentive payments. Neither the Program Administrators nor the Program Implementer is responsible for any taxes imposed on the Participant concerning the approval or receipt of Incentives under these Programs or their participation in them. Participants acknowledge that sales tax must be applied at the time of purchase before any rebate can be claimed.

Applicable Law

This Agreement shall be governed by the laws of the State of Texas, without application of its conflict of laws provisions. Any reference herein to the laws of other states is made only to the extent that the laws of that state might apply. The Participant agrees that all actions and proceedings may be litigated in courts located in the State of Texas or in the state where the rebate was issued.

Participant Information

Please fill out the information below. All fields must be complete.

Company Name ("Participant") Website _____

*Federal Tax ID # *Tax Status (Corporation, Partnership, Sole Proprietorship, or Exempt) *Number of Participating Branch Locations

Corporate Address City, State ZIP Code _____

Attention:

Pay-to-Name (name as it will appear on a check) Payee Contact _____

Pay-to-Address (if different from Corporate Address) City, State ZIP Code _____

Primary Branch Address (if different from Corporate Address) City, State ZIP Code _____

*Management Contact *Title *Phone *Email

*Sales Contact *Title *Phone *Email

*Not applicable to Customers applying for rebates through the downstream channel.

Program Participation Activation

The Participant's duly authorized representative has executed this Agreement. Participant in name agrees to be bound by the terms of this Agreement.

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|----------------------------------|--|
| Authorized Participant Signature | |
| Print Name | |
| Title | |
| Date | |