

Efficient New Homes Program

PARTICIPATING RATER AGREEMENT

Program Period June 1, 2026-May 31, 2031

Introduction

This Agreement, by and between your company (“Participating Rater”), and Performance Systems Development (“PSD”), sets out the terms and conditions under which participating Raters can gain benefits by conducting work related to the design and construction of energy efficient new homes for the Energy Efficient New Homes Program sponsored by FirstEnergy Pennsylvania Electric Company (the “Utility Sponsor”). Participating Raters must agree and adhere to the terms and conditions of this Agreement and all requirements outlined below.

Program Background

FirstEnergy’s Pennsylvania Electric Company’s Energy Efficient New Homes Program (the “Program”) is one in a portfolio of solutions benefiting FirstEnergy Energy Company’s (“FirstEnergy”) residential customers (“Participating Customers”) as part the PA Public Utility Commission-approved Act 129 Phase V Energy Efficiency and Conservation Plan. FirstEnergy hired Performance Systems Development as a subcontractor to implement The Program.

Benefits for Participating Rater

1. Appearance on the Program’s website as a participating Rater
2. Access to a password-protected web portal to submit and track customer rebate submissions
3. Access to Program marketing materials and related services to help promote the Program and your business
4. Notification of Program-sponsored training on energy efficiency technologies and Program changes
5. Participation in a network of like-minded professionals to share best practices
6. Feedback on your work and related customer satisfaction

FirstEnergy’s Pennsylvania Electric Company’s Energy Efficient New Homes Program requirements and guidelines

1. Complete the Program's registration fields including the name, phone number, physical office address, and an email of the participating Rater
2. Attend an initial Program sponsored training, either in person or remotely, to review policies and procedures, which are subject to change at PSD or FirstEnergy's discretion.
3. Advise PSD of any potential conflicts of interest or personal relationships that exist between participating Rater, or its staff, and any PSD employee.
4. The participant and FirstEnergy will assume good faith as a general principle for resolving conflict and will seek to resolve all matters informally, so as to preserve maximum public confidence in FirstEnergy.
5. Maintain the appropriate Pennsylvania contractor's license and any other relevant licenses.
6. Carry and maintain in effect insurance of the types and in the amounts that a prudent vendor in the industry would carry; and, if requested by PSD, furnish a certificate of insurance evidencing commercial general liability, automobile liability, and workers' compensation and employer liability policies.
7. Demonstrate the capability to conduct business successfully by providing ONE of the following (A or B).
 - A. Satisfactory Dun and Bradstreet Rating; OR
 - B. Specific evidence of business capacity including at least two of the following:
 - i. Satisfactory banking reference
 - ii. Three satisfactory professional/trade references, such as suppliers of materials, tools, or credit
 - iii. Documentation demonstrating that the principals of the company have a satisfactory credit score and no outstanding liens or judgements

If participating Rater is unable to meet these requirements, they may submit, in writing, a request for waiver to the Program team. The request for waiver must provide a detailed, reasonable, and credible explanation of the reasons why the applicant is unable to comply with the requirements. FirstEnergy and PSD reserve the right to approve or reject any request for waiver.

1. Maintain a current Home Energy Rating System (HERS) Rater certification through a RESNET accredited HERS Provider and comply with all applicable RESNET standards for all Ratings submitted to the Program.

2. Remain in good standing with regard to the Program specific Quality Assurance protocols.

Rating Requirements

1. Incentives are only available for homes that receive service in FirstEnergy's service territory.
2. Submittal of a new home to the Program does not automatically qualify the home for an incentive. Each home submitted will be reviewed to confirm that all requirements are met. If requirements are not met, the Rater will be contacted to discuss remaining options.
3. Ensure that all jobs performed under the Program meet all requirements and guidelines of this Agreement
4. Submitted ratings must be registered by a HERS Provider and be in the RESNET registry for verification purposes
5. When conducting Home Energy Ratings a HERS Rater, or HERS RFI, must operate diagnostic equipment according to manufacturer specifications and adhere to manufacturer's calibration requirements for each tool

Smart Thermostat Requirements

1. Only ENERGY STAR Certified smart thermostats are eligible for an incentive: <https://www.energystar.gov/productfinder/product/certified-connected-thermostats/results>
2. Thermostats must be installed in a new residential building or major renovation that meets EPA ENERGY STAR requirements to qualify as new construction.
3. Each application must be accompanied by:
 1. The make, model, and serial number of the thermostat
 2. a geotagged photo of the installed thermostat with its screen illuminated

Submittal Requirements

1. Provide program representatives with access to each home prior to occupancy to verify installation of measures upon request.
2. Participating Rater must submit registered ratings within 180 days of the HERS final rating date, or prior to program year submission deadline, whichever is earlier.

Incentive payments for eligible homes will be issued within 90 days of submission of all required documentation.

3. Utility meter photo must be taken at the time of testing and uploaded to Compass at the time of submission.
4. If for any reason, an otherwise qualifying project does not meet the above criteria, the applicant may submit, in writing, a request for waiver to the Program team. The request for waiver must provide a detailed, reasonable, and credible explanation of the reasons why the applicant is unable to comply with the requirements. FirstEnergy and PSD reserve the right to approve or reject any request for waiver.

Customer Service Requirements

1. Provide PSD projected total monthly submittals by the 5th of each month.
2. Respond to eligible builders that contact them about products and services covered by the Program within two (2) business days.
3. Respond in a timely manner to all requests for information from FirstEnergy, PSD and third-party evaluators.
4. Notify PSD if no longer interested in participating in the Program once enrolled.
5. Present The Program collateral, as instructed during training, to all participating builders.
6. Ensure that relevant participating Rater employees can accurately discuss the Program with Participating Customers and Participating Homebuilders.

Quality Guidelines

Participating Raters shall meet the Program standards for work performed, rebate applications submitted, and customer satisfaction (Standards for Work Performed or “Standards”). PSD and FirstEnergy will provide feedback on performance and adherence to the Standards and offer training to improve participating Rater performance. At PSD’s discretion, participating Raters shall be removed or suspended from the Program if they continually violate Program policies or otherwise not adhere to the Standards or terms of this Agreement. The Standards are subject to change at PSD or FirstEnergy’s discretion.

To help ensure participating Raters meet the Program standards, PSD shall inspect Rater-verified equipment and submitted rebate applications. PSD shall perform a desk inspection of every rebate application. PSD shall perform an on-site inspection of a participating Rater’s work for one of the first five (5) projects submitted. After the first on-

site inspection, PSD will perform an on-site inspection on at least 5 percent of a Rater's rated homes. PSD and FirstEnergy reserve the right to conduct selected inspections of any job. If a rating fails to meet the Standards, the participating Rater, upon request from PSD, and at no additional cost to the participating homebuilder, shall make reasonable corrections to the rating that the participating Rater has performed to bring such work up to the Standards. The corrections shall be completed within 30 days of notification, as stated on the QA Checklist. The participating Rater agrees to take steps necessary to ensure that future work shall comply with the Standards. If corrections to the rating cause the home to fail to meet eligibility requirements, the builder will not receive an incentive for that home.

Marketing Guidelines

Participating Rater may describe their firm as a "participating Rater" with the Program'. Participating Rater shall not describe their firm as "approved," "certified," "accredited" or "recommended" by FirstEnergy and shall not use any other descriptive term which might imply a special relationship with FirstEnergy or imply that FirstEnergy warrants participating Rater's work. The specific phrase that may be used in marketing is: [participating Rater name] is a participating Rater in the Program. The participating Rater shall not use the FirstEnergy seals, trademarks, service marks, company logos, etc., in any advertising or solicitation of business unless pre-approved by PSD. The participating Rater shall not make reference to FirstEnergy, or the Program, in any advertisement which makes claims or refers to a specific level of energy savings and dollar savings that customers may expect from energy efficiency products and services offered.

Termination Clause

1. PSD may, in its sole discretion, and upon written notification to participating Rater, terminate participating Rater from the Program for good reason, including, but not limited to, if PSD cannot verify all items provided in participating Rater's application, obtains adverse information about participating Rater, if participating Rater is suspected of any fraudulent activity, if participating Rater persistently violates Program standards or otherwise not adhering to this Agreement. This agreement is voluntary and can be terminated by either party at any time for any reason, with no penalty.

Confidentiality

FirstEnergy and PSD understand the sensitive nature of certain data supplied by participating Rater as part of the Program. Any confidential customer, sales or price data provided to FirstEnergy or PSD as part of the Program will be used only for the sole purpose

of tracking and analyzing trends in sales of equipment. FirstEnergy and PSD shall endeavor to compile and aggregate publicly available data in such a manner that individual confidential customer or price data cannot be identified. FirstEnergy and PSD may retain and use statistical, aggregated information to improve and develop its services and to create studies, research, products or strategic planning regarding its services and may share such information with FirstEnergy; provided that such studies, research, products or plans do not identify customers or Participating Rater.

The cumulative sales information of all participating Raters may be used to generate progress and summary reports, which are required to evaluate the success of the Program. These reports will be made available to the public but will not provide participating customer or participating Rater-specific information.

FirstEnergy and PSD will make all attempts permissible under the law to protect reasonable expectations of confidentiality. However, the Program is subject to public oversight and audit and therefore neither FirstEnergy nor PSD can guarantee that any confidential program data or other confidential information received from participating Rater or participating customer will remain confidential. Neither PSD nor FirstEnergy shall have liability to participating Rater or any other party resulting from any public disclosure of data or materials.

Indemnity

Rater shall defend, indemnify and hold PSD and FirstEnergy and its respective affiliates, officers, directors, advisers, consultants, representatives, agents, successors or assigns, counsel and employees ("Indemnified Persons") harmless from and against any and all claims, demands, causes of action, suits and other litigation and related damages, losses and expenses, violation of any laws, or failure to maintain any licenses or permits, including but not limited to attorney's fees arising out of or in connection with Participating Rater's performance of its obligations hereunder, or sales, installation or performance of equipment sold under FirstEnergy's Pennsylvania Electric Companies Energy Efficient New Homes Program. Participating Rater shall reimburse the indemnified persons for all expenses, including but not limited to attorney's fees paid or otherwise incurred in connection with any and all debts, demands, actions, causes of action, suits, accounts and/or covenants that enforce the provisions of this paragraph if either Participating Rater's or Participating Rater's insurer refuses to so defend, indemnify or hold the Indemnified Persons harmless as provided above.

Statement

The Program requirements, eligible equipment and incentives are subject to change at any time.

By clicking agree below, I certify that I have read and understood this agreement and thereby agree to the terms and conditions detailed herein. I have the authority to enter into this Agreement on behalf of my company.