

Efficiency Preferred Partner Network: General Participation Agreement

You, (the "**Member**"), hereby enter into this agreement with EfficiencyOne, operator of the Efficiency Nova Scotia franchise ("**EfficiencyOne**"), agreeing to the terms and conditions contained herein, (the "**Agreement**").

The Member recognizes and acknowledges that this is a legally binding agreement governing the Member's participation in the Efficiency Preferred Partner Network

EfficiencyOne and the Member hereby agree to the following terms and conditions:

ARTICLE 1: EFFICIENCY PREFERRED PARTNER NETWORK

- 1.01 Subject to the terms and conditions of this Agreement, EfficiencyOne accepts the Member as a member of the Efficiency Preferred Partner Network.

ARTICLE 2: TERM OF AGREEMENT

- 2.01 This Agreement shall begin on the date of the Member's Approval Notice provided by EfficiencyOne, notifying the Member of the Member's acceptance into the Efficiency Preferred Partner Network, (the "**Start Date**").
- 2.02 This Agreement shall continue for a term of one year from the Start Date, unless terminated earlier pursuant to this Agreement.
- 2.03 Each year on the anniversary of the Start Date, this Agreement will automatically renew for an additional one year term, unless terminated earlier pursuant to this Agreement.

ARTICLE 3: INDEPENDENT CONTRACTOR

- 3.01 At all times, the Member shall be an independent contractor. Employees and sub-contractors of the Member are not, nor shall they be deemed to be, employees of EfficiencyOne at any time. This Agreement does not constitute and shall not be construed as constituting or creating a partnership, joint venture, principal/agent relationship or a formal business organization between EfficiencyOne and the Member. All personnel provided by the Member shall be and shall remain the sole responsibility of the Member.
- 3.02 Nothing in this Agreement shall be construed to constitute the Member as an agent or representative of EfficiencyOne. The Member shall not enter into any contract or commitment in the name of or on behalf of EfficiencyOne or bind

EfficiencyOne in any way. The Member must accurately represent this status to its customers at all times.

- 3.03 At all times, the Member is solely responsible for all products and services it provides and/or supplies to any customers, including but not limited to, customers of an Efficiency Nova Scotia project, program, or service.
- 3.04 Nothing in this Agreement shall be construed as an endorsement or recommendation, either directly or indirectly, of any product or service that is or will be provided and/or sold by the Member, its successors, permitted assigns, licensees, or subcontractors.
- 3.05 At no time shall EfficiencyOne be required to administer the relationship between the Member and a customer of an Efficiency Nova Scotia project, program, or service. In the situation where a Member is also a contracted service organization with EfficiencyOne and there is a discrepancy between this Agreement and the Service Delivery Agreement the latter shall prevail.

ARTICLE 4: MEMBER OBLIGATIONS

- 4.01 During the term of the Agreement, the Member must meet the following requirements, and must comply with all other terms and conditions of this Agreement:
 - (a) The Member must comply with the Customer Service Standards attached at Appendix "A" to this Agreement;
 - (b) The Member must comply with all applicable laws, ordinances, regulations and codes, and maintain all appropriate licenses, registrations, and certifications for the work they are performing;
 - (c) The Member must provide confirmation that they are in compliance with the provisions of clause 4.01 if requested by EfficiencyOne
 - (d) The Member must attend one (1) introductory Efficiency Preferred Partner Network meeting presented by EfficiencyOne within 60 days of the Start Date. This training can be in person, or via video conference.
 - (e) The Member must complete an electronic Efficiency Preferred Partner Network training course each year that this Agreement remains in effect;

- (f) The Member must recycle all products where possible or dispose of appropriately if not able to be recycled. Where possible, EfficiencyOne may provide the Member with information on the available types and methods of recycling;
- (g) The Member must work with at least one (1) participant who is enrolled in an Efficiency Nova Scotia project, program, or service per calendar year;¹
- (h) The Member must respond to EfficiencyOne within two (2) business days for phone and email inquiries or, if unable to fully respond within two (2) business days, provide an estimate of the time needed to respond, based on the complexity of the inquiry;

The Member must ensure all services and/or products it provides for an Efficiency Nova Scotia project, program, or service are performed in compliance with Efficiency Nova Scotia program eligibility criteria and terms and conditions. In the event of an error in the provision of services and/or products for an Efficiency Nova Scotia project, program, or service, then the Member must follow the terms and conditions of the program and follow the provisions of Appendix A

- (i) The Member must maintain a minimum of \$2,000,000 in general liability insurance coverage;
- (j) The Member must be in good standing with the Workers' Compensation Board of Nova Scotia or be exempt from workers' compensation coverage requirements under provincial law; and
- (k) The Member must be active through the Nova Scotia Registry of Joint Stocks or fall under the exception (New Brunswick).

4.02 If the Member fails to comply with any of the above-noted requirements, or any other terms or conditions of this Agreement, then EfficiencyOne may choose to terminate this Agreement in accordance with Article 11 hereof.

4.03 If a member fails to comply with any of the above noted requirements or any of the terms or conditions of this agreement or a former agreement then no subsequent application for membership will be accepted from any company,

¹ Projects will be tracked by EfficiencyOne using Efficiency Nova Scotia's Dynamic DSM database. In the event that the Member does not have access to the database, participation shall be determined by EfficiencyOne on a case by case basis.

organization or individual with the same owner(s), controlling interests or primary employee(s).

ARTICLE 5 - MEMBER BENEFITS

5.01 Subject to the terms and conditions of this Agreement, EfficiencyOne **will** provide the following benefits to the Member during the term of the Agreement:

- (a) EfficiencyOne will list the Member at <https://partners.efficiencyns.ca> with the Efficiency Preferred Partner Network designation;
- (b) EfficiencyOne grants to the Member a non-exclusive, non-transferable, revocable, limited, royalty free license to use the Efficiency Preferred Partner Network high resolution logo only as permitted by the Efficiency Preferred Partner Network Logo Use Guidelines. For greater certainty, upon termination of this Agreement for any reason, this specific, limited license shall terminate immediately;
- (c) EfficiencyOne will direct customers seeking project assistance to the Efficiency Preferred Partner Network listing;
- (d) EfficiencyOne will promote the Efficiency Preferred Partner Network to customers in relevant marketing material; and
- (e) The Member is eligible to receive discounted rates for training and workshops organized by Efficiency Nova Scotia, such as the annual Bright Business conference.

ARTICLE 6 - NO WARRANTIES OR REPRESENTATIONS

6.01 EfficiencyOne makes no representations or warranties, either express or implied, that

- (a) the Efficiency Preferred Partner Network website will operate free from service interruptions, errors, or defects or that the Member's name **will** be listed on the Efficiency Preferred Partner Network website at all times; and/or
- (b) the Member **will** gain customers or any market benefits as a result of being a member of the Efficiency Preferred Partner Network.

- 6.02 Under no circumstances shall EfficiencyOne be responsible or liable for any loss or damage caused to the Member as a result of being a member of the Efficiency Preferred Partner Network.

ARTICLE 7 - INTELLECTUAL PROPERTY

- 7.01 EfficiencyOne owns all rights, title and interest in the Efficiency Preferred Partner Network logo. No right or license whatsoever is granted to the Member in the Efficiency Preferred Partner Network logo or any other intellectual property of EfficiencyOne except the specific, limited license granted to the Member in Section 5.01(b) of this Agreement.

ARTICLE 8 - SUB-CONTRACTING

- 8.01 The Member is solely responsible for the performance and quality of all services provided by any of its subcontractors. For greater certainty, the Service Provider shall remain responsible to EfficiencyOne for the performance and quality of all Services subcontracted by them.
- 8.02 Nothing herein creates any relationship, whether contractual or otherwise, between EfficiencyOne and any subcontractors of the Member.

ARTICLE 9 - CUSTOMER DISPUTES

- 9.01 If the Member becomes involved in a dispute with a customer who is participating in an Efficiency Nova Scotia project, program, or service, then the Member must work with the customer to resolve the dispute amicably. The Member must also notify EfficiencyOne as soon as within 5 business days of the dispute and the details of the dispute. For greater certainty, notification of a dispute does not require or obligate EfficiencyOne to become involved in the dispute in any way, but EfficiencyOne may, in its sole discretion, choose to assist the member and /or the customer

ARTICLE 10 - MODIFICATION OF AGREEMENT

- 10.01 The terms and conditions of this Agreement shall remain in full force and effect, unless or until they are modified or revised by EfficiencyOne, in its sole discretion.
- 10.02 EfficiencyOne reserves the right to make changes to the terms and conditions of this Agreement at any time, for any reason, without prior notice to the Member. EfficiencyOne will notify the Member as soon as commercially possible when EfficiencyOne modifies the terms and condition of this Agreement.
- 10.03 EfficiencyOne reserves the right to change the name of the Efficiency Preferred Partner Network at EfficiencyOne's sole discretion with at least 30 days' advance notice to Members.

ARTICLE 11 - TERMINATION OF AGREEMENT

- 11.01 The Member has entered into this Agreement voluntarily. This Agreement may be terminated by EfficiencyOne or by the Member at any time for any reason, with or without cause, and without penalty.
- 11.02 In the event the Member is in breach of any of the terms or conditions of this Agreement, as amended from time to time, then EfficiencyOne may, in its sole discretion:
- (a) choose to terminate this Agreement immediately; or
 - (b) choose to place the Member on such additional conditions as EfficiencyOne, in its sole discretion, considers appropriate. Such additional conditions may include, but not be limited to, requiring the Member to undergo certain quality assurance assessments, and/or entering into a remediation plan with EfficiencyOne. In the event the Member does not agree to any additional conditions considered appropriate by EfficiencyOne, then this Agreement shall terminate.
- 11.03 Upon termination of this Agreement for any reason:
- (a) the Member must immediately remove all reference to the Efficiency Preferred Partner Network, including but not limited to logos, from all the Member's materials, equipment, communications, advertising, and websites as the specific, limited license granted in Section 5.01(b) terminates immediately upon termination of this Agreement for any reason; and

(b) the Member shall cease to be a member of the Efficiency Preferred Partner Network and shall lose all benefits set out in Article 5 hereof.

ARTICLE 12: GENERAL

- 12.01 **Assignment.** This Agreement may not be assigned by the Member without the written consent of EfficiencyOne.
- 12.02 **Enurement.** This Agreement shall enure to the benefit of and be binding upon, to the extent provided herein, the successors and permitted assigns of the parties hereto.
- 12.03 **Applicable Law.** This Agreement (and all negotiations and any legal agreements prepared in connection herewith or other arrangements described herein) shall be governed by and construed in accordance with the laws of Province of Nova Scotia.
- 12.04 **Non-Waiver.** A failure or delay by EfficiencyOne to exercise any rights, recourses or privileges pursuant to this Agreement shall not be considered as being a waiver on the part of EfficiencyOne to exercise such rights, recourses or privileges.

SIGNATURE

I hereby confirm that I have fully read and I understand the terms and conditions of this Agreement and agree to be bound by this Agreement.

APPENDIX A - Customer Service Standards

1. Communication & Availability

- a. Courtesy - Member will be professional, courteous, knowledgeable, helpful, and diplomatic, and will provide effective and appropriate service in all contacts with Customers.
- b. Response time - Under normal operating conditions, Member will respond to Customer inquiries as soon as possible. In the case where a situation requires additional investigation, the Member will provide the Customer with a date when he/she can expect a response. If additional time is required to reach a resolution, the Member will communicate this to the Customer and provide a new expected resolution date.

2. On-site visits

- a. Appointment delays - The Member will make all efforts to arrive on time for an appointment. If an unforeseen and unavoidable circumstance, such as inclement weather, illness or vehicle break-down, will result in the Member being late for an appointment, then the Member will contact the Customer as soon as possible to inform them of the delay, and if necessary, reschedule to a more convenient time.
- b. Completion time
 - 2.b.1. Standard installations - The Member will provide the Customer with an estimated completion time and complete all installations within that time. If unforeseen developments require additional work time onsite, the Member will communicate with the Customer to determine if it is possible to stay longer or if another appointment is required.
 - 2.b.2. Installations requiring a return visit - When a return visit is required, the Member will make all reasonable attempts to return as quickly as possible.

3. Field Inspections

The Member will be responsible for reporting any major deficiencies found during a field inspection, to the customer. EfficiencyOne reserves the right to disclose the deficiency(ies) to the customer directly if needed.

4. Problem Resolution

The Member will establish a simple process for receiving, acting upon, and resolving Customer complaints within a reasonable period of time.

5. Services for Customers with Disabilities

The Member will make all efforts to ensure all Nova Scotians have access to programs and services. Whenever possible, reasonable modifications to normal operating procedures will be made to accommodate customers with disabilities.

6. Customer Privacy

The Member will respect the privacy of its clients and is committed to protecting its clients' privacy through responsible personal information management practices.

7. Overall Quality of Service

Overall quality of customer service is of the utmost importance to Efficiency Nova Scotia, and Member may be evaluated on the customer service they provide at any time, in Efficiency Nova Scotia's sole discretion.