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AGREEMENT: By submitting this application, Participant agrees to these terms and conditions for engaging in a residential assessment implemented by CLEAResult Consulting Inc. (CLEAResult) and sponsored by the Energy Trust of Oregon Inc. (Energy Trust).

APPLICATION: For the best results, this assessment should be filled out completely, truthfully, and accurately. Incentive offers referenced in the assessment recommendations are subject to funding availability and may change.

ELIGIBILITY: Incentives referenced in assessment recommendations are available to participants who are: (i) Oregon residential electric service customers of Portland General Electric (PGE) or Pacific Power, and/or (ii) Oregon residential natural gas service customers of NW Natural, Cascade Natural Gas, or Avista, or (iii) Washington residential natural gas service customers of NW Natural. Incentives for products that help save on the cost of home heating are available to PGE and Pacific Power customers who heat their homes with electricity and to NW Natural, Cascade Natural Gas, and Avista customers who heat their homes with natural gas. Participants may receive a maximum of one incentive per product, per home. Resale products, products leased, rebuilt, rented, received from insurance claims, won as a prize, or new parts installed in existing products do not qualify. The product being discounted must be installed in a residential dwelling unit that is fully constructed and occupied. Final determination of eligibility shall rest solely with Energy Trust.

PARTICIPANT: The person submitting this assessment is the Participant. By submitting this assessment, Participant certifies that Participant is an occupant of this property.

TAX LIABILITY: Energy Trust and CLEAResult are not responsible for any tax liability, which may be imposed on the Participant as a result of incentives. Energy Trust and CLEAResult are not providing tax advice, and any communication by Energy Trust or CLEAResult is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.

SAFETY AND BUILDING CODES: Participant represents that, with respect to the products referenced in this application: (i) installation complies with all federal, state and local safety, building and environmental codes, and (ii) products are installed per manufacturer's instructions.

NO ENDORSEMENT: Energy Trust and CLEAResult do not endorse any particular manufacturer, contractor, or product. The fact that the names of particular manufacturers, contractors, products, or systems may appear on this application does not constitute an endorsement. Manufacturers, contractors, products or systems not mentioned are not implied to be unsuitable or defective in any way.

PROPERTY RIGHTS: Participant understands that Participant must have the right to complete and/or install potential energy-saving measures on the property on which

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those measures are completed and/or installed or that any necessary landlord's consent must be obtained prior to completion and/or installation.

ENERGY INFORMATION RELEASE: Participant authorizes Energy Trust and CLEAResult to access energy usage data relating to the property on which the energy-saving assessment has been completed by accessing the electric and natural gas accounts at the physical address of the assessment

INFORMATION RELEASE: Notwithstanding the Sharing Personal Information section below, Participant agrees that Energy Trust may include Participant's name, Energy Trust services and resulting energy savings in reports or other documentation submitted to the Energy Trust Board of Directors, the Oregon Public Utility Commission, Oregon Department of Energy, Oregon Housing & Community Services, and/or the Oregon Legislature. Energy Trust will treat all other Participant information as confidential and report it only in the aggregate.

COMMUNICATIONS RELEASE: Participant agrees to allow Energy Trust, CLEAResult, or Participant's utility provider to contact them regarding Energy Trust program offerings. This supersedes any previous or future request by Participant to not be contacted. Energy Trust will adhere to do-not-contact requests for communications unrelated to incentives.

DISCLAIMER/NO WARRANTY/LIMIT ON LIABILITY: Participant understands that, while Energy Trust and CLEAResult may provide Participant with an incentive, Energy Trust and CLEAResult are not responsible in any way for proper installation or performance of any products recommended. Energy Trust and CLEAResult are simply providing information and funding to assist Participant in implementing energy-saving measures. Participant assumes the risk of any loss or damage(s) that Participant may suffer in connection with purchase or installation of the measures recommended. Energy Trust does not guarantee any particular energy-saving results by its approval of the application or by any other of its actions. ENERGY TRUST, CLEAResult, UTILITY PROVIDER, AND THEIR AGENTS OR REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY MEASURES INSTALLED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NEITHER ENERGY TRUST, CLEAResult, UTILITY PROVIDER, NOR THEIR AGENTS OR REPRESENTATIVES SHALL BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.

GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the State of Oregon, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the

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county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement.

SHARING PERSONAL INFORMATION: Energy Trust and CLEAResult do not share personally identifiable information (PII), such customer name, address, utility provider, email address, or similar, with third parties other than your utility provider except: (a) as part of an energy efficiency incentive redemption in which you have chosen to participate, (b) for Energy Trust’s or CLEAResult’s protection, or (c) for the protection of others. Energy Trust and CLEAResult may disclose your PII as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on us; enforce or apply our Privacy Policy, our Site Terms of Use or other agreements; or protect the rights, property or safety of the website, its users, or others. These events are unlikely, but possible. To read more about Energy Trust’s and CLEAResult’s customer privacy policy, go to <https://www.energytrust.org/privacy-policy/> and <https://www.clearesult.com/privacy-and-agreement>