Residential Electric Vehicle Energy Efficiency and Demand Response Program Terms and Conditions

These terms and conditions apply to the Residential Electric Vehicle Energy Efficiency and Demand Response Program, also known as "EV Charger Rewards" ("Program"). The Program was approved by the Virginia State Corporation Commission. Any reference in these documents to "Dominion," "Dominion Energy," or "Dominion Energy Virginia" should be read as a reference to Virginia Electric and Power Company d/b/a Dominion Energy Virginia, as well as its authorized agents and contractors. The Program is administered by a third-party administrator ("Program Administrator"). The Program Administrator is EnergyHub Inc., a Delaware corporation, having a place of business at 41 Flatbush Ave Ste 400A, Brooklyn, NY 11217.

Enrollment Qualifications and Requirements for Participation

- 1. Enrollment in the Program must be made on or after March 1, 2021, with demand response events to begin no sooner than July 31, 2021.
- 2. Customers already enrolled on the Off-Peak Plan or other Time of Use rate codes are not eligible to participate in this Program.
- 3. Program participant must be a Dominion residential customer living in a single-family detached residence, a single-family attached residence (such as a townhome), or a single family manufactured home (such as a mobile home or modular home) ("Customer"), in the Commonwealth of Virginia. The Customer must receive Electric Supply Service and Electric Delivery Service in accordance with a residential rate schedule, such as Schedule 1. Customer must be the party that is responsible for the electric bill and either own the home or otherwise be able to secure permission to complete measures. Customers must have a qualifying Level 2 Electric Vehicle Charger (the "EV Charger") that is activated on the applicable EV Charger manufacturer network and connected to the residence's wireless internet. The list of eligible product manufacturers and units can be found at www.dominionenergy.com/EVcharger. Customer may purchase qualifying EV Chargers from the Dominion Energy Marketplace(www.poweredbyefi.org/dominionenergy) or from a retailer or device manufacturer.
- 4. The required step for all participants is to register their charger with one of the qualifying device manufacturers. Then the Customer must complete a separate digital registration form to complete their EV Charger Rewards Program application. Once approved, the registered charger becomes eligible to receive annual Program incentives described at www.dominionenergy.com/EVcharger. Program application forms are hosted by the EV Charger manufacturers and are accessible via the Program Administrator's website (the "Microsite") and Program application forms are also accessible via digital marketing sent by the EV Charger manufacturers. By completing these enrollment applications and forms or otherwise enrolling or participating in the Program, the Customer consents to the terms and conditions of the Program described here and, in such documents, including the authorization and consent related to the use of their personal information as described in the application and enrollment documents.

- 5. Program participants that purchase a qualifying EV Charger and enroll in the Program are eligible to receive a one-time enrollment incentive (per device, maximum of two devices) during the term of the Program. By accepting the enrollment incentive, the Customer is agreeing to participate in the demand response program for a minimum of one year. To receive this one time rebate, the customer must complete a rebate application form within 60 days of purchase of the qualifying EV Charger (different than the form submitted on the manufacturer site in item 4 above) at https://dominion.myrebateportal.com/ and submit the following:
 - a. Completed application
 - b. Copy of the receipt with proof of payment dated within 60 days of submission
 - c. Proof of model purchased (picture or stated on receipt)
- 6. Program participants that remain in the Program for a full calendar year after their acceptance in the Program will be eligible to receive an annual participation incentive. The annual incentive will be paid following the anniversary of a participant's acceptance in the Program (maximum of one annual incentive per Dominion account).
- 7. Customer may opt out of any single demand response event via the EV Charger manufacturer web and/or mobile app experience. Opting out of a single event will not opt the Customer out of the Program, and the EV Charger will be called on to participate in the next demand response event pursuant to the terms of the Program.
- 8. This Program allows Dominion to automatically control qualifying EV Chargers at Customer's service address during an energy event when the Company determines in its sole discretion that its operations would benefit from curtailing service to willing Customers ("Energy Event") for up to a four (4) hour period, with a maximum of 45 Energy Events per year (maximum of 15 per month). This will cease or cause a decrease in EV Charger energy consumption. Participating EV Charger manufacturers may handle or provide for Energy Events differently in their applications, software controls, or other operational aspects of their equipment.
- 9. The participating EV Charger must remain connected to the internet and activated with the manufacturer in order for the Customer to remain enrolled in the Program. If unenrollment occurs for any of the following reasons, then the Customer must re-apply to the Program to re-enroll. The Program Administrator will attempt to notify the Customer when disconnection has been identified for the following reasons:
 - •Customer has requested to be removed from the Program.
 - •The EV Charger network account has been terminated because the EV charger was removed, disabled, or reset on the applicable manufacturer app, and/or the EV Charger was activated by a different user.
- 10. In addition, Program participation will terminate if:
 - Customer discontinues receiving Electricity Supply Service and Electric Delivery Service from Dominion;
 - Customer changes accounts (note: it is the responsibility of the Customer to reenroll to continue participation under the new account);
 - Customer requests to withdraw from the Program;
 - If the customer changes to a time-of-use rate (TOU); or
 - Customer abuses the privileges of participation in the Program.

- 11. Dominion and/or its designees, including, but not limited to, its program administrators and evaluation contractors, reserve the right to review installations to verify completion and measure energy savings to ensure compliance with all Program requirements. Such reviews will be made at a time convenient to the Customer. Denial of such verification or misrepresentation of installation location or measure eligibility may result in forfeiture of incentives or other Program benefits.
- 12. Participation must be completed in accordance with all laws, codes, and other requirements applicable under federal, state and local authority.
- 13. Customer understands that they may be contacted by Dominion via survey or questionnaire to provide feedback regarding their satisfaction with the Program.

Payment

- 1. Incentive payments will be made based on EV Charger eligibility and Customer's annual Program participation.
- 2. The annual participation incentive will be issued in the form of an electronic gift card following the anniversary of the Customer's enrollment acceptance date.
- 3. The one time enrollment incentive will be issued in the form a check or may be issued at the time of purchase at the Dominion Energy Marketplace.
- 4. Participants who receive an enrollment incentive via the Dominion Energy Marketplace cannot receive the same rebate from the online rebate center at https://dominion.myrebateportal.com/
- A Customer that withdraws from the Program before their enrollment anniversary will forfeit the annual participation incentive for the year in which they partially participated.
- 6. One annual participation incentive payment will be made per Dominion account, regardless of quantity of EV chargers enrolled in the Program at the residence.
- 7. All incentive payment values can be found at www.dominionenergy.com/EVcharger

Termination & Withdrawal

- 1. Dominion reserves the right to unilaterally remove a Customer from the Program if a Customer's EV Charger is offline for a prolonged time period. A notice will be sent to Customer after they have been removed from the Program.
- 2. If a customer receives the one time enrollment incentive, the Customer is not required to participate after the first year of participation in the Program and may send a withdrawal request to Dominion or the Program Administrator's designated support address.
- 3. If a customer is participating with an EV Charger that did not receive an enrollment incentive, the Customer is not obligated to participate and may send a withdrawal request to Dominion or the Program Administrator's designated support address at any time.

Other Requirements

- Program procedures, requirements and incentive levels are subject to change or cancellation without notice and are subject to Program funds being available and regulatory approval.
- 2. Dominion, its parents, subsidiaries, employees, affiliates and agents assume no responsibility for, and make no representations (express or implied) about, the performance of the equipment or equipment warranty for equipment supplied or serviced by, the quality of the work or labor performed by, the quality of the materials supplied by, and/or the acts or omissions of itself, Program Administrator, or any participating contractor.
- 3. By participating in this Program, the Customer hereby agrees to indemnify, defend and hold harmless Dominion, its parents, subsidiaries, employees, affiliates, contractors, and agents from any and all liability associated with the Program. Dominion shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from participation in this Program.
- 4. Dominion or the Program Administrator may send Participant emails, text/SMS and other notifications related to the Program, including notifications about enrollment status and Program-related adjustments to charger settings.
- 5. Dominion retains all rights to energy and demand savings resulting from measures installed under this Program for the duration of the Program. Dominion has the exclusive right to enroll, nominate, or offer a bid for energy or demand reductions resulting from measures installed under this Program into load management programs, demand response programs, or auctions operated by PJM Interconnection, L.L.C. ("PJM"), the regional electric transmission organization of which the Company is a member. Customer's participation in this Program means that the Customer is consenting to Dominion sharing the Customer's pertinent information with PJM, Dominion's agents, and contractors, including, but not limited to, its implementing contractors and its measurement and verification vendor. Pertinent Customer information includes, but is not limited to, energy usage and billing information, account holder name, address, email address, other contact information, EV charger consumption data, EV charger serial number, measures installed, period of installation, demand/energy reductions resulting from measures installed under this Program and the technical basis for such reductions, loss factors, coincidence factors, interactive factors, building type, type of appliance at the home, and other information necessary to implement and monitor the Program, including other information as required by PJM or any other regulatory authority.
- 6. These Program specific terms and conditions are in addition to the terms and conditions of service currently on file with the Virginia State Corporation Commission and contained in any agreement between the Customer and a Program vendor. To the extent there is a conflict, these terms and conditions shall control.