



CLEAResult STANDARD TERMS AND CONDITIONS FOR PARTICIPATING CONTRACTORS

I. Participating Contractor Information			
My company is applying to be a participating contractor in the following programs (check all that apply): <input type="checkbox"/> BayREN Home+ <input type="checkbox"/> *BayREN Healthy Home+			
Company Name:			
CSLB License Holder:		CSLB License #:	License Expiration:
Street Address:		<input type="checkbox"/> B General <input type="checkbox"/> C-10 Electric <input type="checkbox"/> C-17 Glazing <input type="checkbox"/> C-2 Insulation	<input type="checkbox"/> C-36 Plumbing <input type="checkbox"/> C-46 Solar <input type="checkbox"/> C-6 Cabinets/Finish <input type="checkbox"/> C-20 HVAC
City:	State:	Zip:	Company Website:
Primary Contact Name:		Fax:	Office Phone:
Primary Contact Email:		Primary's Position:	Mobile Phone:

II. BPI Certification Information	
Number of Staff BPI Certified:	Types of BPI Certification Held:
BPI Certified Staff Name (Primary):	Primary Staff BPI Candidate ID #:

III. Counties Served	IV. Services Provided
I confirm that I provide services in the following counties regardless of business location:	Please select which services your company provides:
<input type="checkbox"/> Alameda County <input type="checkbox"/> Contra Costa County <input type="checkbox"/> Marin County <input type="checkbox"/> Napa County <input type="checkbox"/> San Francisco County <input type="checkbox"/> San Mateo County <input type="checkbox"/> Santa Clara County <input type="checkbox"/> Solano County <input type="checkbox"/> Sonoma County	<input type="checkbox"/> Air Conditioning <input type="checkbox"/> Air Sealing <input type="checkbox"/> Duct Work <input type="checkbox"/> Energy Assessment <input type="checkbox"/> Electrical <input type="checkbox"/> Furnace <input type="checkbox"/> General Contractor <input type="checkbox"/> Heat Pump <input type="checkbox"/> Home Energy Score <input type="checkbox"/> Home Performance <input type="checkbox"/> Hydronic Heating <input type="checkbox"/> Insulation <input type="checkbox"/> Solar <input type="checkbox"/> Water Heater <input type="checkbox"/> Windows

V. Insurance Requirements

During the term hereof, Participating Contractor shall maintain the following minimum insurance coverage and limits of liability unless stated herein:

Commercial General Liability	\$1,000,000 aggregate and per event of bodily injury, property damage or personal injury or death.
Business Automobile Liability	\$1,000,000 combined single limit, including coverage over owned, non-owned and hired vehicles.
Worker's Compensation	In accordance with statutory minimums and California state and local requirements, but including no less than Employer's Liability of \$1,000,000 per event of injury or death each accident. If you have no employees, please provide a waiver for workers' compensation liability with your Contractor Application.
Professional Liability, Errors, and Omissions	Professional Liability insurance is not required. However, the contractor is encouraged to consider such coverage in consultation with the Contractor insurance broker.

As part of the application to become a Participating Contractor, current certificates of insurance must be supplied with the following requirements:

1. Insured company name and address matches CSLB listing
2. Coverage values as described in table above
3. "Description of Operations" language matches the Program's requirements outlined below
4. Certificate holder names and addresses as listed below
5. Contractor and subcontractors shall maintain any claims-based policy for at least three (3) years after the expiration or termination of this agreement. Each certificate of insurance shall list CLEAResult and Sponsor (as defined below) as additional insured on a primary, non-contributory basis. CLEAResult shall be listed as a certificate holder with each insurance agency providing certificates so as to facilitate notifications related to changes in coverage. Contractor and subcontractors shall waive all rights of recovery against CLEAResult, Sponsor, and any of their respective affiliates for any loss or damage covered by the policy. Evidence of this requirement shall be noted on all certificates of insurance provided to CLEAResult

Additional Insured Endorsement Certificates: ABAG and its member counties, PG&E, and CLEAResult Consulting, Inc:

Description of Operations - "The Association of Bay Area Governments (ABAG) and its member counties (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma), Pacific Gas & Electric Company (PG&E), and CLEAResult Consulting, Inc. (CLEAResult), their respective affiliates, subsidiaries, directors, officers, representatives, agents and employees are named as additional insureds* with respect to liability arising out of or connected with the work performed by or for the contractor. Coverage is primary & noncontributory."

*In the event the Commercial General Liability policy includes a "blanket endorsement by contract," add the phrase "under a blanket endorsement."

Additionally Insured Endorsement: The Certificate Holders are to be named as additional insured, using the addresses below:

<p>Association of Bay Area Governments and its member counties c/o CLEAResult Consulting 700 Airport Blvd., Suite 110 Burlingame, CA 94010 Phone: (866) 878-6008 Fax: (510) 269-2017</p>	<p>CLEAResult Consulting Inc. c/o CLEAResult Consulting 700 Airport Blvd., Suite 110 Burlingame, CA 94010 Phone: (866) 878-6008 Fax: (510) 269-2017</p>	<p>Pacific Gas & Electric Company c/o CLEAResult Consulting 700 Airport Blvd., Suite 110 Burlingame, CA 94010 Phone: (866) 878-6008 Fax: (510) 269-2017</p>
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Please provide a copy of this page (Section V – Insurance Requirements) to your insurance agent to ensure that the Insurance Certificates are completed and worded correctly.

Program Overview

From January 1, 2019, until December 31, 2021, CLEAResult is implementing the Home+ Program (the "Program") to encourage improvements in residential energy efficiency for residential buildings located within Pacific Gas and Electric Company's ("PG&E") service territory and in eligible Bay Area residences (single family homes and attached homes up to 4 units) in these counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma. BayREN is administered by the Association of Bay Area Governments (ABAG)¹ in collaboration with Pacific Gas and Electric (PG&E) Company under the auspices of the California Public Utilities Commission (CPUC).

The Program is designed to improve the energy performance, durability, healthiness and safety of existing residential housing in the Bay Area. BayREN has selected CLEAResult Consulting Inc. (CLEAResult) to administer Program incentives and services on its behalf. The objectives of the Program are to provide rebates and other marketing and customer facing services to enhance the delivery of energy efficiency improvements that use principles of building science to reduce energy consumption cost-effectively and safely, while also addressing building durability.

The Program offers eligible Customers the ability to complete an online home evaluation, to share and analyze their PG&E data with an expert Energy Advisor, to register for and receive rebates, and to leverage other no-cost services provided by the Program. In addition, the Program is designed to increase awareness of, and demand for, building performance contracting while simultaneously building an infrastructure of trained and certified contractors and home energy raters and consultants to deliver such services.

This Participating Contractor Agreement (Agreement) is between the contractor submitting this agreement (Participating Contractor) and CLEAResult in its role as Program Administrator under contract to ABAG. This Agreement sets out the terms and conditions under which Participating Contractors shall participate in the Program. Participating Contractor acknowledges that this Agreement does not create any contractual relations between Participating Contractor and ABAG, its member counties or PG&E. Participating Contractors enter into an agreement with Customers to provide building performance consulting and/or installation services that are in compliance with Program requirements and standards as set forth in the BayREN Home+ Program Handbook. CLEAResult will provide rebates to Customers or Participating Contractors if the customer has signed a payment release.

This Agreement is completely voluntary and can be terminated at any time for any reason by either CLEAResult or the Participating Contractor with prior written notice from the terminating party to the other party. In the event of termination of the Participation Agreement for non-compliance, the Participating Contractor will be notified of such termination in writing, and will be allowed 30 days from the date of the notification to submit any remaining documentation for qualifying equipment or improvements that have previously been installed by the Participating Contractor.

*Contractors wishing to be included on the list may apply for either the a) BayREN Home+ program ("Home+"), and/or b) BayREN "Healthy Home+" pilot program ("Healthy Home+") program. For the "Healthy Home+" program, CLEAResult has established standardized Contractor expectations and criteria which will be reviewed on an individual Contractor by Contractor basis to determine eligibility for participation and listing in the "Healthy Home+" pilot program. These expectations and criteria cover company structure, capabilities, and service delivery. By choosing to participate in the "Healthy Home+" program, Contractor agrees to the expectations and criteria as defined in **the Program Handbook** (which can also be found at BayRENresidential.org/for-contractors under Participation Documents). This means Contractor agrees to undertake projects following the guidelines described at the request of interested residential homeowners. In accepting a "Healthy Home+" project, Contractor agrees to meet the expectations and complete measures utilizing the best practices as defined in **the Program Handbook** and in accordance with Healthy Home+ Program requirements. Upon completing a project, Contractor agrees to provide the Customer with a final invoice detailing the work and charges. In choosing to participate in the "Healthy Home+"

¹ On May 30, 2017, ABAG and the Metropolitan Transportation Commission (MTC) entered into a Contract for Services (the "CS") under which MTC provides administrative and program services to ABAG and its affiliated entities.



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program, Contractor understands that any agreement between Contractor and Customer is solely between those two parties and Contractor is solely responsible for meeting the agreed outcomes and the Customer is solely responsible for payment of all amounts due to the Contractor. Contractor understands the "Healthy Home+" program does not create any contractual relationship between CLEAResult or BayREN and Contractor for any work performed pursuant to a Customer/Contractor agreement, and Contractor agrees not to seek payment from BayREN or CLEAResult in the event of any unpaid Customer contracts or additional work needed to meet Customer/Contractor agreement.



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Enrollment Instructions

- Step 1: Register to become a Participating Contractor at BayREN.myrebateportal.com
Step 2: Complete a BayREN Home+ Contractor Participation Agreement
Step 3: Submit completed Contractor Participation Agreement, current Certificates of Insurance as described above and current BPI Certificate or ID showing expiration date (for primary BPI Analyst) via your Home+ Portal Account via BayREN.myrebateportal.com
Step 4: Submit a W-9 via email to Support@BayREN.org with your "[Company Name] - W-9" in the subject line of the email.
Step 5: Successfully complete required onboarding trainings:
- Program Handbook Training
- Program Forms, Documentation and Home+ Portal Training
- Home+ Program Best Practices & Intro to Building Science
- Home+ Photo Quality Control (QC) Training

CLEAResult CONSULTING INC., AND/OR AN AFFILIATE THEREOF AGREED AND ACCEPTED
Signature: Date:
Name (printed):
Title:

CONTRACTOR AGREED AND ACCEPTED
I have read and understood the Contractor Participation Agreement and the CLEAResult Standard Terms and Conditions for Participating Contractors and certify that the information I have provided is true and correct.
Signature: Date:
Name (printed): Title:

After your Agreement is received, a Program representative will contact you to confirm receipt and continue the enrollment process. Contractors do not become 'Participating Contractors' until they complete required administrative and trainings and receive confirmation of participation from the Program manager. Contractor eligibility is at the sole discretion of the Program. Participation in the Program and this Contractor Participation Agreement are subject to the CLEAResult Standard Terms and Conditions for Participating Contractors and BayREN Home+ Program Handbook.

These CLEAResult Standard Terms and Conditions for Participating Contractors and the Contractor Participation Agreement (collectively, the “**Agreement**”) are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof (“**CLEAResult**”), and _____ (“**Contractor**”). CLEAResult administers the BayREN Home+ Program (the “**Program**”) on behalf of Association of Bay Area Governments (“**ABAG**” or “**Sponsor**”) to administer services to eligible end use customers (each, a “**Customer**”). CLEAResult and Contractor may be referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties.**” In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. TERM AND TERMINATION.** This Agreement is effective upon the date it is executed by both Parties and will continue for the duration of the Program (the “**Program Period**”), unless terminated in accordance with the provisions in this Agreement. In addition, all incentives paid under this Program are available on a first-come, first-served basis until allocated funds are depleted; therefore, this Program may be modified or terminated at any time without notice. Contractor agrees that CLEAResult may terminate this Agreement at any time and for any reason, including, without limitation, for Contractor’s noncompliance with the Program guidelines, any law, or any provision of this Agreement. Upon termination of this Agreement, Contractor shall immediately cease participating in the Program, including but not limited to any applicable use of Program materials, logos or other advertising tools, equipment and incentive forms. CLEAResult will not pay Contractor for post-termination activity including but not limited to any incentives dated and submitted after the date of termination or for any costs incurred by the Contractor post-termination. In the event of termination for cause, Contractor shall be liable to the Program for any and all damages sustained by reason of the default that gave rise to termination. In the event either party terminates this Agreement, CLEAResult shall have the right to assign to another contractor the responsibility for completion of any work not completed by Contractor prior to the effective date of termination or any work that fails to meet quality standards prior to the effective date of termination. Contractor agrees that CLEAResult may withhold payments for work completed by Contractor for a period of up to one (1) year from the effective date of termination, or expiration of this Agreement, to ensure funding is available for any damages, claims, or deficiencies discovered after termination or expiration. If the amount of CLEAResult’s claims or damages against Contractor exceeds the unpaid amount earned, CLEAResult shall notify Contractor, and Contractor shall pay CLEAResult the difference within thirty (30) days after receipt of such notification. Termination of this Agreement or expiration of this Agreement shall not relieve Contractor of any warranties or other obligations expressed herein which by their terms are intended to extend beyond termination.
- 2. ELIGIBILITY.** The Program determines eligibility of contractors at its sole discretion. CLEAResult may request from Contractor verification of its eligibility requirements at any time during the Program Period.
- 3. CONFIDENTIALITY.** Contractor will have access to Confidential Information (as defined below) by participating in this Program. Contractor will not use any Confidential Information of CLEAResult for any purpose other than as needed to perform Contractor’s obligations in the Program. Contractor will hold all Confidential Information of CLEAResult in strict confidence and will not disclose any Confidential Information to any person other than to its employees and independent contractors who: (a) have a “need to know;” (b) have been advised of the confidential and proprietary nature of the Confidential Information; and (c) have signed a written agreement that is as protective of the Confidential Information as that set forth in this Section; except as compelled by court order or otherwise required by law. If Contractor is required by law to disclose Confidential Information, Contractor will immediately notify CLEAResult and cooperate with CLEAResult to obtain a protective order or other appropriate remedy to maintain the confidentiality of the information. Contractor agrees to comply with the Data Security Policy, attached and incorporated as Exhibit A. The term “**Confidential Information**” means all Customer data and all information and materials relating to CLEAResult’s business, in whatever form or medium, disclosed to or received by Contractor, whether visually, by perception, orally or in writing, whether disclosed before or after the Effective Date, and whether or not specifically marked or otherwise identified as “Confidential” or “Proprietary,” including, but not limited to, all Program toolkits and apps (e.g., iManifold, Testo), and all summaries and notes prepared by or on behalf of Contractor, except that “Confidential Information” does not include any information that Contractor demonstrates: (i) has become generally available to the public without breach of this Agreement; (ii) Contractor later received from another person who did not violate any duty of confidentiality; or (iii) Contractor developed without use of any Confidential Information by persons who were not exposed to the Confidential Information.
- 4. PROGRAM PROVISIONS AND SUPPORT.** CLEAResult will provide the Contractor with each of the following: (a) Program toolkit (“**Toolkit**”) for use by Contractor, up to a limit to be established between the Parties, which is owned by the Program and provided for use only during Contractor’s participation in the Program and not to be used outside of providing Program services with the Contractor retaining responsibility for replacement costs of any Toolkit components that are damaged, lost or stolen and to be returned to CLEAResult at any time requested by CLEAResult; (b) technical support during regular business hours (holidays excluded) through a toll-free number; (c) Program-sponsored training conducted during regular business hours (holidays excluded), unless otherwise agreed by the Parties and attended solely by Contractor’s personnel, unless otherwise agreed by the Parties; (d) marketing materials to allow the Contractor to communicate the benefits of the Program to eligible Customers; and (e) Customer data.
- 5. USE OF INTELLECTUAL PROPERTY.** Contractor shall not use the trademarks, logos or other intellectual property of CLEAResult, Sponsor or any of their affiliates without prior written approval by CLEAResult or Sponsor, as applicable.
- 6. INSURANCE AND LICENSING.** Contractor shall provide CLEAResult with all applicable certificates of insurance for itself and any of its subcontractors before performing any work for the Program. Contractor will provide CLEAResult with updated insurance certificates as appropriate but no less frequently than every time a policy required under this Agreement is renewed or modified. Contractor shall provide

CLEAResult with at least thirty (30) days' prior written notice before an insurance policy required by this Agreement is reduced, cancelled, or expires. At all times during the Program Period, Contractor, and its agents and subcontractors, shall retain all necessary licensures, certification, training, and other requirements as deemed necessary by state law, the Program policies and guidelines, and all relevant documentation pertaining to the installation of the energy efficiency measures, and will provide immediate access to such documentation to CLEAResult and Sponsor upon request. This includes but is not limited to appropriate liability insurance, permits, licensure, or certification information, installed equipment model and serial numbers.

7. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor in relation to CLEAResult and Sponsor, and is voluntarily participating in the Program to deliver the services as outlined by the Program directly to Customers. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture. CLEAResult and Sponsor shall not control or direct the details or the means by which Contractor performs any services under this Agreement. Contractor will pay all of its administrative, overhead, and other costs, including withholding taxes, social security, unemployment, disability, health, workers' compensation, or other insurance coverage.
8. **INCENTIVE PAYMENT.** Contractor acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of Sponsor's energy efficiency programs for the same measure(s). Contractor understands that Sponsor, in its sole discretion, may withhold incentive payments committed to a Customer and Contractor if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. If applicable, Contractor agrees that CLEAResult shall not make any incentive payment to Contractor until CLEAResult receives a corresponding payment from Sponsor.
9. **CONTRACTOR CONDUCT.** Contractor agrees to pursue referral leads resulting from the Program's marketing and communications efforts and must make a good faith effort to provide, in a timely fashion, services to these leads in accordance with the Program guidelines and this Agreement. Contractor recognizes that any leads received as a result of the Program's efforts constitute a Program benefit. Contractor understands that participation in the Program does not constitute an endorsement of any kind on the part of CLEAResult or Sponsor. Contractor shall not state or imply any such endorsement, either directly or indirectly, in written or verbal form. Contractor shall not knowingly misrepresent any information concerning the Program, its purpose, policies, incentives, and procedures, or its role in the Program or relationship with CLEAResult or the Sponsor. Contractor shall not mislead any Customer about the availability of Program incentives or misrepresent its role in the incentive award process. Only Sponsor or CLEAResult, on behalf of Sponsor, in its sole discretion, can approve or reallocate Program incentives for a Customer. Contractor will keep a Customer's home as free as possible from waste materials while performing work. After completing work, Contractor will clean the work area, removing all waste materials, tools, and supplies. Contractor shall not cause damage to a Customer's premises. Contractor will not knowingly use any defective, second quality, or previously used materials.
10. **AUDITING, MONITORING AND VERIFICATION.** CLEAResult and/or Sponsor will audit and monitor some or all Program services performed by Contractor to ensure compliance with Program requirements and to verify the energy savings achieved through the Program. Contractor agrees to cooperate with CLEAResult and Sponsor, as necessary. Contractor also agrees to remedy any issue(s) arising from auditing and monitoring results at no additional cost within the timeframe provided by the Program. CLEAResult or Sponsor may perform quality control on any or all work performed by Contractor, with or without notice to Contractor, and by any means CLEAResult or Sponsor may select, including accompanying Contractor to a Customer's location. Failure of Contractor to meet quality standards will be grounds for termination of this Agreement. Contractor shall use its best efforts to obtain Customer cooperation in allowing CLEAResult or Sponsor access to the Customer's location for this purpose.
11. **MECHANICS LIENS.** Contractor shall not file any lien or claim against any Customer's property and shall keep each Customer's property free of liens and claims filed by subcontractors and vendors of subcontractors and others claiming by or through Contractor, and shall defend, indemnify and hold CLEAResult, Sponsor, and any Customer harmless from all expenses and losses incurred as a result of any such liens of claims. If a lien or claim is filed by a vendor or subcontractor, Contractor shall cause such lien to be discharged or bonded off within forty-eight (48) hours of notice by CLEAResult. If contractor fails to do so, CLEAResult may, without prejudice to any other remedies available at law, pay all sums necessary to obtain a release or discharge of such lien and deduct those sums, including costs, expenses and reasonable attorney's fees, from amounts due or to become due to Contractor.
12. **REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Contractor, its employees, agents and subcontractors, represent and warrant that: (a) the services performed for a Customer through the Program shall be performed in a good workmanlike, skilled, and professional manner; (b) the services shall comply in all material respects with the specification and other requirements set forth in each applicable contract with a Customer and in strict accordance with the Program and this Agreement; (c) Contractor's performance of the services shall not violate any applicable law, rule, regulation, contracts with third parties, and/or any third-party rights, including, without limitation, any copyright, trademark, trade secret, or patent or similar right; (d) Contractor is the lawful owner or licensee of any intellectual property, software applications or other materials used by Contractor in the performance and delivery of the services and has all rights necessary to convey to Customer the unencumbered ownership of all work product that results from the services; (e) Contractor is and shall remain in compliance with all labor and employment laws, including but not limited to those prescribing standards for wage and overtime pay, employee benefits, workplace health and safety, labor relations and rights of uniformed service members; (f) Contractor possesses the technical and professional expertise and the fiscal capability necessary to carry out the work authorized and accepted under this Agreement in a prompt, fair, and workmanlike manner; (g) Contractor currently has in effect, and will keep in effect throughout the term of this Agreement, insurance

in the forms and amounts and with insurance companies acceptable to CLEAResult in no event less than the minimum insurance levels set forth in this Agreement; (h) Contractor shall maintain hard copy or digital records of all work performed and products installed under this Agreement for a minimum of three (3) years from the time the work is performed, including records of data collected, visits made, materials furnished or installed, individual staff providing the services, costs incurred, invoices, and agreements. Copies of these records shall be made available to CLEAResult within five (5) business days upon request; and (i) Contractor shall warranty materials provided by Contractor and installed pursuant to this Agreement against any defect in materials, manufacture, design or installation for a period of one (1) year from the date the materials are provided and/or installed, whichever is later.

13. **INDEMNITY; LIMITATION ON DAMAGES.** Contractor shall defend, protect, indemnify, and hold harmless Sponsor and CLEAResult, their respective officers, directors, agents, and employees, and each of their parents and affiliates, and each of their respective officers, directors, agents, and employees (collectively, the "**Indemnified Parties**") from and against any and all claims, losses, expenses, attorneys' fees, damages, demands, judgments, causes of action, suits, and liability in tort, contract, or any other basis and of every kind and character whatsoever, whether actual or alleged, ("**Claims**") arising out of Contractor's, or its agents or subcontractors, acts or omissions, including but not limited to any violation of labor or employment laws, incident to or related in any way to, directly or indirectly, the services provided in connection with the Program, this Agreement and/or the Program. Contractor acknowledges and agrees that with respect to any Claims brought against the Indemnified Parties, Contractor will be required to waive as to the Indemnified Parties any defense it may have by virtue of the Workers' Compensation Laws of any state, to the extent allowed by law. CLEAResult AND SPONSOR SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED REVENUE, PROFITS, OR GOODWILL, WHETHER ARISING IN NEGLIGENCE, BREACH OF CONTRACT, OR UNDER STATUTE OR RULE. Contractor shall represent to Customer that all services under this Agreement are provided by Contractor alone, and not by CLEAResult or Sponsor. Contractor acknowledges and agrees that CLEAResult and Sponsor make no representation or warranty and assume no liability with respect to quality, safety, performance, or other aspect of any design, system, or product provided pursuant to this Agreement, and CLEAResult and Sponsor expressly disclaim any such representation, warranty, or liability. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party on behalf of CLEAResult or Sponsor. Contractor is solely responsible for any damage incurred by Customer as a result of Contractor's services under the Program. Neither CLEAResult nor Sponsor is responsible for Customer complaints or damages. The parties agree that Sponsor is a third party beneficiary of this Section. Contractor agrees that CLEAResult shall be entitled to set-off, against the amounts that it is required to pay Contractor, the amount of any indemnification to which it is entitled under this Section 13.
14. **NOTICE.** Any notice required to be given under this Agreement shall be deemed given when placed in the mail and mailed by overnight registered mail via a nationally-recognized courier (e.g., USPS, FedEx, UPS) and postage prepaid. Notice to CLEAResult shall be to Attn: Legal Department, 100 SW Main St., Suite 1500, Portland, OR 97204. Notice to Contractor shall be to the address provided above.
15. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of California without regard to conflict of law rules. Any dispute or claim that relates to this Agreement, its interpretation or breach, or to the existence, scope, or validity of this Agreement or this arbitration provision, shall be resolved by arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment upon the award rendered pursuant to such arbitration may be entered in any court with jurisdiction. The parties acknowledge that mediation helps parties settle their disputes and any party may propose mediation whenever appropriate through the American Arbitration Association or any mediator selected by the parties. Any dispute or claim for which a party seeks injunctive relief, even if contrary to the language of this Section, may be brought in the state and federal courts in the county of the Sponsor's headquarters and such courts shall be the proper and exclusive forum for any such action. Contractor shall not assign this Agreement, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. Contractor may not delegate or subcontract Contractor's duties under this Agreement without the prior written permission of CLEAResult pursuant to the Subcontractor Consent Form, attached and incorporated as **Exhibit B**. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Contractor's consent. 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. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. This Agreement supersedes all previous signed agreements between the Parties and sets forth the entire agreement of the Parties with respect to the subject matter hereof and may not be altered, changed abridged or amended other than in writing signed by the Parties.

EXHIBIT A – DATA SECURITY REQUIREMENTS

Contractor agrees that its, and any of its subcontractors', collection, management and use of CLEAResult Data, as defined in [Section 1](#) below, during the Term shall comply with this Data Security Policy. Capitalized terms not defined in this Data Security Policy are as defined in the Contractor Participation Agreement between CLEAResult and Contractor (the "Agreement").

1. **CLEAResult DATA.** CLEAResult Data shall mean:
 - a. All data or information provided, transferred, uploaded, migrated or otherwise sent to Contractor by or on behalf of CLEAResult, any client of CLEAResult, or any customer of any client of CLEAResult; and
 - b. Any account number, forecast, or other similar information disclosed to or otherwise made available to Contractor by or on behalf of CLEAResult, any client of CLEAResult, or any customer of any client of CLEAResult.
2. **USE AND STORAGE OF CLEAResult DATA.**
 - a. Contractor may receive CLEAResult Data for the purposes of performing its obligations under the Agreement. Subject to the terms of the Agreement, CLEAResult grants Contractor a personal, non-exclusive, non-assignable, non-transferable limited license to use the CLEAResult Data solely for the limited purpose of performing its obligations under the Agreement during the Term. Contractor shall disclose CLEAResult Data only to its employees with a need to know such information for the performance of the Agreement and subject to the terms of this Data Security Policy. Contractor agrees to protect CLEAResult Data with at least the same degree of care used to protect its own most confidential information.
 - b. Contractor agrees that CLEAResult Data will not be (i) used by Contractor for any purpose other than that of performing Contractor's obligations under the Agreement, (ii) disclosed, sold, assigned, leased or otherwise disposed of or made available to third parties by Contractor, (iii) commercially exploited by or on behalf of Contractor, or (iv) provided or made available to any third party without prior written authorization from CLEAResult.
 - c. Contractor will comply with (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of CLEAResult Data ("**Privacy and Data Security Law**"), (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security, and (iii) all applicable provisions of every Contractor privacy policy, statement or notice and every CLEAResult privacy policy, statement or notice that is provided to Contractor in writing.
 - d. Contractor shall not store, maintain or process any CLEAResult Data outside the country.
 - e. Contractor shall not store, maintain or process any CLEAResult Data in any cloud service or facility without the express prior written consent of CLEAResult, which consent may be withheld at the sole discretion of CLEAResult.
3. **CLEAResult SYSTEM ACCESS.** Contractor agrees that it may have access to CLEAResult Data on CLEAResult's network, including but not limited to any server, intranet, or other type of information storing and sharing device or conduit owned or operated by CLEAResult (the "CLEAResult Network"), solely for the purpose of meeting its obligations under the Agreement. Contractor agrees that access for other purposes, or the use of the CLEAResult Network to access other networks, is strictly forbidden and that Contractor is responsible and liable for all damages or unauthorized access resulting from these actions. Such activity will result in the discontinuation of any and all connections to the CLEAResult Network. Contractor agrees that any use of the CLEAResult Network will be solely for necessary business purposes. In accordance with CLEAResult's existing network usage policies, Contractor and its employees shall not access any gambling, pornography or hate or violence sites; introduce any viruses, worms, Trojan horses or other bugs or errors in the network; or forward any chain letters, executable "ready to run" files or other files that may cause damage to CLEAResult, its system or the CLEAResult Network. CLEAResult reserves the right to monitor Contractor's use of the CLEAResult Network. Contractor further agrees that any information that it obtains from access to the CLEAResult Network is CLEAResult Data. CLEAResult and Contractor agree that, in the event of a breach or threatened breach of this Section, CLEAResult shall be entitled to specific performance of the provisions of this Data Security Policy and the Agreement, including an injunction prohibiting any such breach. Any such relief will be in addition to and not in lieu of any other appropriate relief in the way of money damages or otherwise. CLEAResult reserves the right, in its sole discretion, to terminate Contractor's access to and use of the CLEAResult Network at any time, for any reason, and without notice to Contractor.
4. **SECURITY CONTROLS.**
 - a. In addition to any other requirements set forth herein, Contractor will establish and implement appropriate administrative, technical and physical safeguards (i) to ensure the security and confidentiality of CLEAResult Data, (ii) to protect against any anticipated threats to the security or integrity of CLEAResult Data, and (iii) to ensure that CLEAResult Data is not disclosed contrary to the provisions of this Section or any applicable Privacy and Data Security Law.
 - b. In addition to the specific requirements of this Section, Contractor will develop, implement and maintain a comprehensive data and systems security program ("**Security Program**"). Such Security Program shall include, but shall not be limited to, reasonable and appropriate technical and organizational security measures, procedures and practices against the destruction, loss, unauthorized access or alteration of CLEAResult Data, including but not limited to:
 - i. Written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing;
 - ii. Password protected workstations at Contractor's premises, any premises where the Contractor is performing its obligations under the Agreement, and any premises of any third party who has access to CLEAResult Data;

EXHIBIT A – DATA SECURITY REQUIREMENTS

- iii. Encryption of Confidential Information, as defined in the Agreement, including but not limited to any personally identifiable information of clients of CLEAResult or their customers; and
 - iv. Measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any CLEAResult Data including, but not limited to, restriction of physical access to CLEAResult Data, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program that at all times is in compliance with the current standard requirements in the industry.
 - c. CLEAResult shall have the right to monitor Contractor's compliance with the terms of this Section. During normal business hours and with twenty-four (24) hours prior notice, CLEAResult or its authorized representatives may inspect Contractor's facilities and equipment and any information or materials in Contractor's possession, custody or control, relating in any way to Contractor's obligations under this Section.
 - d. In the event, CLEAResult determines Contractor has not complied with this Section, CLEAResult shall provide written notice to Contractor describing the deficiencies. Contractor shall have sixty (60) calendar days from receipt of such notice to cure. If Contractor has not cured the deficiencies within sixty (60) calendar days, CLEAResult may cancel the Agreement.
5. SECURITY MAINTENANCE.
- a. Prior to CLEAResult's first transfer of CLEAResult Data to Contractor, Contractor shall provide CLEAResult with documentation satisfactory to CLEAResult that it has undertaken a Security Program.
 - b. Contractor shall provide CLEAResult written notice of any material change in its Security Program.
 - c. Contractor and CLEAResult agree to meet upon request of CLEAResult to evaluate the Security Program and to discuss, in good faith, means by which the parties can enhance such protection, if necessary.
 - d. Contractor shall update its Security Program, including procedures, practices, policies and controls so as to keep current with applicable industry standards.
6. SECURITY BREACH. Contractor shall notify CLEAResult immediately (and, in any case, within twenty-four (24) hours) in writing of any actual, threatened or imminent breach of this Section (regardless of whether there is any identified disclosure, compromise, loss, or damage to CLEAResult Data) or any other unauthorized use, disclosure or acquisition of or access to, or loss of any CLEAResult Data of which Contractor becomes aware. Such notice will summarize in reasonable detail the effect on CLEAResult, if known, of the breach or unauthorized use, disclosure or acquisition of, or access to, or loss of any CLEAResult Data and the corrective action taken or to be taken by Contractor. Contractor will promptly take all necessary corrective actions, and will cooperate fully with CLEAResult in all reasonable and lawful efforts to prevent, mitigate or rectify such breach or unauthorized use, disclosure, acquisition, access or loss, all at Contractor's sole expense, including developing and distributing notices, in writing, to affected persons as required by applicable law, rule, regulation or order or as CLEAResult may otherwise deem necessary or advisable.
7. NO WAIVER. The failure of either party to enforce strict performance by the other of any provision of this Data Security Policy, or to exercise any right available to that party, shall not be construed as a waiver of such party's right to enforce strict performance in the same or any other instance.

By signing below, _____ (“Contractor”) requests and CLEAResult Consulting Inc. (“CLEAResult”) consents to Contractor engaging with _____ (“Subcontractor”) to perform services subject to the Contractor Participation Agreement, dated _____, between Contractor and CLEAResult (the “Agreement”), subject to the terms and conditions of this Subcontractor Consent Form (this “Form”). Any capitalized terms not defined in this Form shall have the meaning described in the Agreement.

1. Effective Date. This Form is effective upon signature by both parties.
2. Contractor Warranty. Contractor represents and warrants that Subcontractor shall not perform any Work until Subcontractor has signed a written agreement to meet the obligations of Contractor under the Agreement. Contractor shall remain liable to CLEAResult and Sponsor for any failure of Subcontractor to comply with the Agreement.
3. Subcontractor Insurance. Contractor shall provide to CLEAResult a certificate of insurance for Subcontractor that meets the requirements of the Agreement, including but not limited to each minimum coverage amount specified in the Agreement and including CLEAResult as an additional insured.

CLEAResult

Contractor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____