

NW Natural Thermostat Rewards Terms & Conditions

April 22, 2026

These NW Natural Terms & Conditions govern the Northwest Natural Gas Company (“NW Natural”) Thermostat Rewards program (the “NW Natural Program”). By enrolling in the NW Natural Program, the participant (“Participant” or “you”) acknowledges that Participant has read, understands, and agrees to these NW Natural Terms & Conditions and is the owner (or is authorized to act on behalf of the owner) of the NW Natural account for which the Participant is enrolling in the NW Natural Program.

The NW Natural Program is administered by a third-party administrator (“Program Administrator”). Participant will enroll in the NW Natural Program through the Program Administrator, and any personal information you provide during the enrollment process will be subject to the Program Administrator’s Privacy Policy. The Program Administrator is EnergyHub, Inc., having a place of business at 41 Flatbush Avenue, Suite 400A, Brooklyn, NY 11217. By agreeing to these NW Natural Terms & Conditions, you are also agreeing to the Program Administrator’s EULA and Privacy Policy, available at <https://www.energyhub.com/termsand> <https://www.energyhub.com/privacypolicy> (respectively) or additional location as notified by the Program Administrator on its website.

Participant agrees that: the Program Administrator has the right to make changes to the Program Administrator’s EULA and the Program Administrator’s Privacy Policy from time to time without requiring advance notice or the Participant’s consent. Notice of any such changes will be provided by updates to the terms found at <https://www.energyhub.com/terms> and <https://www.energyhub.com/privacypolicy> (respectively), and Participant’s continued participation in the NW Natural Program will be considered agreement to the updated terms.

As between Participant and Program Administrator, the EULA and Privacy Policy govern Participant’s use of the Program Administrator’s platform and the Program Administrator’s collection and use of data through that platform. NW Natural’s collection and use of data received from the Program Administrator is also governed by NW Natural’s privacy policy, available at <https://www.nwnatural.com/online-privacy>. In the event of a conflict or inconsistency between these NW Natural Terms & Conditions and the EULA and/or Privacy Policy, as between the Participant and the Program Administrator, the EULA and/or Privacy Policy will control to the extent required to resolve such conflict or inconsistency. NW Natural may change its Program Administrator at any time without notice.

ELIGIBILITY REQUIREMENTS

To be eligible to participate in the NW Natural Program, Participant must (for the duration of the NW Natural Program and at Participant's sole expense):

- Be a NW Natural account owner or have authorization to act on behalf of the owner with an active residential^[1] or small commercial (business)^[2] natural gas account.
- Use a natural gas forced air furnace for space heating at the NW Natural account service address.
- Have a Wi-Fi-enabled qualifying thermostat installed that is controlling the natural gas forced air furnace at the NW Natural service address ("Participating Thermostat").
- Have an internet connection.
- Keep the Participating Thermostat connected to Wi-Fi and maintain internet service to the thermostat.

If Participant moves to a different residence, Participant may continue participation in the NW Natural Program if the new residence meets the eligibility requirements. Only one household or business account is eligible to participate as a Participant in the NW Natural Program at a given service address.

NW NATURAL PROGRAM EVENTS

- During communication and activation of a scheduled NW Natural Program demand response event ("Event"), Program Administrator will send a communication to Participants and adjust thermostats on behalf of NW Natural.
- When an Event is activated, the Program Administrator will automatically communicate with Participant and Participant's thermostat regarding the existence of an Event and may cause the thermostat to change the temperature set-point on that day. In extenuating circumstances that could involve system emergencies, NW Natural may deploy an Event if deemed necessary.
- Events typically occur only during the Winter Season, which begins November 1 and ends March 31. However, in cases of extenuating circumstances involving system emergencies, an Event may be called outside of the Winter Season. Events called during the season will last up to 4 hours.
- Participant authorizes Program Administrator to automatically adjust Participating Thermostat(s) at Participant's service address, typically lowering the temperature setpoint by two to four Fahrenheit degrees during Event periods and increasing one

to three Fahrenheit degrees during preheating periods before an Event. Adjustment strategy may vary depending on thermostat manufacturer.

- NW Natural will not call Events on holidays except in extenuating circumstances involving system emergencies. Identified holidays are: New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25). If a holiday falls on a Saturday, the preceding Friday will be designated the holiday. If a holiday falls on a Sunday, the following Monday will be designated the holiday.
- Participant may override and opt-out any or all Events by adjusting the temperature setpoint on the thermostat.
- Any extenuating circumstance will be determined by NW Natural in NW Natural's sole discretion.

INCENTIVES

- The participation and enrollment incentives are provided by NW Natural through its Program Administrator.
- Eligible Participants who complete the enrollment process will receive a \$25 sign-up incentive as a prepaid card for each Participating Thermostat. Participants can expect to receive a sign-up incentive gift card within 60 days from the completion of enrollment.
- Participants who participate in at least 50% of the Event hours for which the Participant is eligible and remain enrolled in the NW Natural Program through the end of the Winter Season will receive a \$25 seasonal incentive as a prepaid card for each Participating Thermostat. Participant can expect to receive an incentive prepaid card within 8 weeks of the end of the completed season.
- Incentive payments are paid by enrolled household and business account service address and limited to one of each type of incentive payment per Participating Thermostat.
- Participants may earn one sign-up incentive and one seasonal incentive per Participating Thermostat at the account service address if participation requirements are met.
- NW Natural retains the discretion to determine whether Participant has met the requirements for payment of incentives.

- NW Natural may offer alternative incentive structures as a substitute for the incentives described above. INFORMATION SHARING

Participant agrees that:

- NW Natural and the Program Administrator may each send Participant emails, text/SMS and other notifications related to the NW Natural Program, including notifications about enrollment status and NW Natural Program-related adjustments to thermostat settings.
- NW Natural and the Program Administrator may each send Participant emails related to the fulfillment of incentives.
- Without prejudice to Program Administrator's EULA and Privacy Policy, NW Natural and the Program Administrator may each collect Participant's energy usage information and review and analyze such usage information and natural gas bill information for purposes of fulfilling their obligations under the NW Natural Program and improving the NW Natural Program. NW Natural and the Program Administrator treat all such data in accordance with their respective privacy policies.

NW Natural and the Program Administrator may exchange personal information and other data related to Participant's identity and Participant's service account status including for the purposes of fulfilling their obligations under the NW Natural Program. Without prejudice to Program Administrator's EULA and Privacy Policy, NW Natural and Program Administrator may exchange information about Participant's natural gas usage and associated account and billing data (such information includes, but is not limited to, consumption and billing data, and rate information). The Program Administrator will share certain information (including, but not limited to, Participant name, email address, service address, NW Natural account number, thermostat serial number, activation date, runtime data, setpoints, and related details) with NW Natural including to verify that Participant is eligible to participate in the NW Natural Program and receive the seasonal participation incentive.

- If Participant does not provide the required information, or NW Natural or the Program Administrator cannot collect the required information, Participant may not be eligible to participate in the NW Natural Program.

By agreeing to these NW Natural Terms & Conditions, Participant expressly consents to the collection and exchange of data described in these NW Natural Terms & Conditions. NW Natural and Program Administrator each reserve the right to keep Event participation data for the duration of the NW Natural Program, with the exception of Google Nest customer event participation data. Google Nest customer event participation data will be deleted

within 30 days of the end of each program season, for each year of the program.

TERMINATION / WITHDRAWAL

- NW Natural reserves the right to terminate any Participant from enrollment in the NW Natural Program at any time based upon level of participation (such as being offline for prolonged periods or for lack of participation) or for any other reason without liability or responsibility. Notice will be provided to Participant after they have been removed from the NW Natural Program.
- Participant is not required to participate in the NW Natural Program and may opt-out of the NW Natural Program at any time by contacting thermostatrewards@nwnatural.com
- These NW Natural Terms & Conditions posted at <https://www.nwnatural.com/thermostatrewards> may be altered, changed, modified or assigned by NW Natural at any time with or without notice to Participant. Incentives available under the NW Natural Program may be changed, modified, substituted, replaced, ceased, or terminated at any time at NW Natural's sole discretion with or without notice to Participant. Participant's continued participation in the NW Natural Program constitutes Participant's acceptance of any and all such changes, replacements, assignments, or terminations.
- In the case that the incentive amount changes during the course of the NW Natural Program, the application date will be used to determine equipment eligibility and incentive amount.

DISCLAIMER OF WARRANTY; INDEMNIFICATION; LIMITATION OF LIABILITY

THE NW NATURAL PROGRAM IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE NW NATURAL PROGRAM. NW NATURAL MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY DESIGN, SYSTEM, PRODUCT OR APPLIANCE INSTALLED PURSUANT TO THE NW NATURAL PROGRAM, OR ENERGY SAVINGS, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARTICIPANT AGREES TO INDEMNIFY NW NATURAL, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES AGAINST ALL LOSS, DAMAGE, EXPENSE, FEES, COSTS AND LIABILITY ARISING OR RELATED TO ANY ACT, BREACH, DEFAULT OR OMISSION OF PARTICIPANT UNDER THESE NW NATURAL TERMS & CONDITIONS OR IN CONNECTION WITH THE NW NATURAL PROGRAM. NW NATURAL IS NOT LIABLE FOR AND DISCLAIMS ANY AND ALL

RESPONSIBILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN THE NW NATURAL PROGRAM OR THESE NW NATURAL TERMS & CONDITIONS. IN NO EVENT SHALL NW NATURAL'S AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT OF INCENTIVES PAID OR PAYABLE BY NW NATURAL TO PARTICIPANT UNDER THE NW NATURAL PROGRAM.

GOVERNING LAW AND DISPUTE RESOLUTION

These NW Natural Terms & Conditions shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to these NW Natural Terms & Conditions or the NW Natural Program that is not within the jurisdiction of the Oregon Public Utility Commission shall be brought exclusively in the state or federal courts located in Multnomah County, Oregon, and each party consents to the personal jurisdiction of such courts.