

2023 Power Charge Indifference Adjustment (PCIA) Request for Information (RFI) General Terms and Conditions

By participating in the 2023 PCIA RFI, either as a counterparty of its PCIA-eligible RPS contract or interested third-party buyer ("Participant"), Participants agree to be bound by the General Terms and Conditions.

Confidentiality

Except with PG&E's prior written consent, no Participant shall discuss publicly, or collaborate or discuss with any other Participant, or potential Participant, its proposal strategies to assign, modify or terminate a contract ("Proposal"), the substance of any Proposal(s), including without limitation the price or any other terms or conditions of any Proposal(s), or whether a Proposal has been selected.

All information and documents in a Participant's Proposal clearly identified and marked by Participant as "Proprietary and Confidential" on each page on which confidential information appears, shall be considered confidential information. Except as provided otherwise in this section, PG&E shall not disclose such confidential information and documents to any third parties except for PG&E's employees, agents, counsel, accountants, advisors, or contractors who have a need to know such information and have agreed to keep such information confidential. In addition, Participant's Proposal will be disclosed to the Independent Evaluator (IE). Notwithstanding the foregoing, it is expressly contemplated that the information and documents submitted by Participant in connection with this RFI may be provided to the CPUC, its staff, and the Procurement Review Group ("PRG"), established pursuant to D. 02-08-071. PG&E retains the right to disclose any information or documents provided by Participant to the CPUC, the PRG, the California Energy Commission ("CEC") and to any other entity in order to comply with any applicable law, regulation, or any exchange, control area or CAISO rule, or order issued by a court or entity with competent jurisdiction over PG&E at any time even in the absence of a protective order, confidentiality agreement, or nondisclosure agreement, as the case may be, without notification to Participant and without liability or any responsibility of PG&E to Participant. PG&E cannot ensure that the CPUC will afford confidential treatment to Participant's confidential information, or that confidentiality agreements or orders will be obtained from and/or honored by the PRG, the CEC, or the CPUC. By submitting a Proposal, Participants agree to the confidentiality provisions described in this section.

The treatment of confidential information described above shall continue to apply to information related to Proposals that are selected in this RFI for further discussion and possible negotiation of a transaction. Confidentiality will be revisited for Participants interested in contract assignment Proposals as determined as a part of the RFI process.

Procurement Review Group and Independent Evaluator

PG&E may submit the results of the RFI and its recommendations to its PRG members for review. PG&E will consider any alternative recommendations proposed by the PRG. PG&E, in its sole discretion, shall determine whether any alternatives proposed by the PRG should be adopted. PG&E has no obligation to obtain the concurrence of the PRG with respect to any transaction. PG&E assumes no responsibility for the actions of the PRG, including actions that may delay or otherwise affect the schedule for this RFI, including the timing of obtaining Regulatory Approval.

The CPUC requires each IOU to use an IE to separately evaluate and report on the IOU's entire RFI, evaluation, and selection process. The IE will review PG&E's implementation of the RFI process, including the negotiation of any resulting transactions. The IE also makes periodic presentations regarding its findings to the IOU, and the IOU's PRG including the CPUC Energy Division staff. The intent of these IE presentations is to preserve the independence of the IE by ensuring free and unfettered communication between the IE and the CPUC, as well as an open, fair,

and transparent process that the IE can affirm. PG&E is committed to ensuring an open and transparent, fair reasonable and competitive process.

Regulatory Approval

The effectiveness of any transaction arising from a Proposal is expressly conditioned on PG&E's receipt of final and non-appealable CPUC approval of such transaction without conditions or modifications unacceptable to PG&E.

PG&E's Reservation of Rights/Disclaimers for Rejecting Proposals and/or Terminating this RFI

This RFI does not constitute an obligation by PG&E to engage in negotiations regarding any Participant Proposal or execute any transaction. PG&E shall retain the right at any time, at its sole discretion, to request information at any time during the RFI process.

PG&E retains the discretion, subject to, if applicable, the approval of the CPUC, to: (a) reject any Proposal, including but not limited to the basis that a Proposal is the result of market manipulation or is not cost competitive or any other reason; (b) modify this RFI as it deems appropriate to implement the RFI and to comply with applicable law or other decisions or direction provided by the CPUC; and (c) terminate the RFI should the CPUC not authorize PG&E to execute any transactions in this RFI. In addition, PG&E reserves the right to either suspend or terminate this RFI at any time if such suspension is required by or with the approval of the CPUC. PG&E will not be liable in any way, by reason of such withdrawal, rejection, suspension, termination or any other action described in this paragraph to any Participant, whether submitting a Proposal or not.

PG&E reserves the right at any time, in its sole discretion, to terminate the RFI for any reason whatsoever without prior notification to Participants and without liability of any kind to or responsibility of PG&E or anyone acting on PG&E's behalf. Without limitation, grounds for termination of the RFI may include the assertion of any Waived Claims by a Participant or a determination by PG&E that, following evaluation of the Proposals, there are no Proposals that benefit PG&E ratepayers. PG&E reserves the right to terminate further participation in this process by any Participant, to evaluate the qualifications of any Participant, and to reject any or all Proposals, all without notice and without liability to PG&E or anyone acting on PG&E's behalf. In the event of termination of the RFI for any reason, PG&E will not reimburse the Participant for any expenses incurred in connection with the RFI regardless of whether such Participant's Proposal is selected, not selected, rejected or disqualified. Unless earlier terminated, the RFI will terminate automatically upon the execution of one or more transactions by selected Participants as described herein.

Participants Waiver of Claims and Limitations of Remedies

Except as expressly set forth herein, by submitting a Proposal, Participant knowingly and voluntarily waives all remedies or damages at law or equity concerning or related in any way to the RFI ("Waived Claims"). The assertion of any Waived Claims by Participant may, to the extent that Participant's Proposal has not already been disqualified, automatically disqualify such Proposal from further consideration in the RFI or otherwise.

By submitting a Proposal, Participant agrees that the only forum in which Participant may assert any challenge with respect to the conduct or results of the RFI is through the alternative dispute resolution ("ADR") services provided by the CPUC pursuant to Resolution ALJ-185, August 25, 2005. The ADR process is voluntary in nature, and does not include processes, such as binding arbitration, that impose a solution on the disputing parties. However, PG&E will consider the use of ADR under the appropriate circumstances.

Participant further agrees that other than through the ADR process, the only means of challenging the conduct or results of the RFI is a protest to an Advice Letter seeking approval of one or more transactions entered into as a result of the RFI, that the sole basis for any such protest shall be that PG&E allegedly failed in a material respect to conduct the RFI in accordance with the terms and conditions, and the exclusive remedy available to Participant in

the case of such a protest shall be an order of the CPUC that PG&E again conduct any portion of the RFI that the CPUC determines was not previously conducted in accordance with the terms and conditions. Participant expressly waives any and all other remedies, including, without limitation, compensatory and/or exemplary damages, restitution, injunctive relief, interest, costs, and/or attorney's fees. Unless PG&E elects to do otherwise in its sole discretion during the pendency of such a protest or ADR process, the RFI and any related regulatory proceedings related to the RFI will continue as if the protest had not been filed, unless the CPUC has issued an order suspending the RFI or PG&E has elected to terminate the RFI.

Participant agrees to indemnify and hold PG&E harmless from any and all claims by any other Participant asserted in response to the assertion of a Waived Claim by Participant or as a result of a Participant's protest to an advice letter filing with the CPUC resulting from the RFI.

Except as expressly provided in the terms and conditions, nothing herein, including Participant's waiver of the Waived Claims as set forth above, shall in any way limit or otherwise affect the rights and remedies of PG&E. Nothing herein is intended to prevent any Participant from informally communicating with the CPUC or its staff regarding this RFI or any other matter.