

APPA STRATEGIC ADVISOR AND COACHING PROGRAM

PARTICIPATION AGREEMENT

This Strategic Advisor and Coaching Program Participation Agreement (the “Agreement”) is entered into by and between the American Public Power Association, located at 2451 Crystal Drive, Suite 1000, Arlington, Virginia 22202 (“APPA”), and the utility identified above (“Utility”). APPA and Utility are each referred to as a “Party” and collectively as the “Parties.” This Agreement shall become effective on the date APPA approves Utility’s registration following Utility’s electronic acceptance of this Agreement (the “Effective Date”).

APPA has established its Strategic Advisor and Coaching Program (the “Program”) to provide employees of APPA member utilities with access to independent strategic advisors and leadership coaches (“Advisor/Coaches”) who provide leadership development, mentoring, and strategic advisory services. Utility desires to purchase participation in the Program for the employee identified above (the “Participant”).

In consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. **Program.** Subject to the terms of this Agreement, APPA agrees to provide the coaching or strategic advisory package identified above for the Participant identified above through the Program. The Participant shall independently select an Advisor/Coach from among those participating in the Program. Advisor/Coaches participating in the Program are independent contractors and are not employees or agents of APPA. APPA administers the Program but does not assign Participants to Advisor/Coaches or direct, supervise, or control the substance of any coaching or strategic advisory sessions.
2. **Participant Responsibilities.** Utility shall designate the employee(s) who will participate in the Program (each, a "Participant") above and shall ensure that each Participant complies with the provisions of this Agreement applicable to Participants, complies with any applicable Program policies communicated by APPA, and participates in the Program in a professional and respectful manner.
3. **Fees and Payment.** Utility shall pay APPA the applicable fees for the selected coaching or strategic advisory package. Payment shall be due within thirty (30) days following APPA's invoice unless otherwise agreed by the Parties.
4. **Disclaimer.** Utility acknowledges that APPA administers the Program by facilitating participant access to independent Advisor/Coaches and does not direct, supervise, or control the substance of the sessions they provide. APPA does not warrant or guarantee any particular outcome from participation in the Program. The sessions provided through the Program are intended to support leadership development, mentoring, and strategic advisory discussions and are not intended to constitute legal, accounting, engineering, medical, mental health, investment, or other professional services. Each Participant remains solely responsible for the Participant's professional, business, operational, employment, and other decisions and actions. Utility acknowledges that decisions

regarding matters discussed during coaching or strategic advisory sessions remain the responsibility of the applicable Participant. APPA shall not be responsible for decisions made or actions taken in reliance upon the content of any sessions provided through the Program.

5. **Session Scheduling and Cancellations.** Participant and Advisor/Coach shall be responsible for scheduling and rescheduling sessions. Participant must submit any cancellation or request to reschedule through the My.PublicPower portal or by contacting Registration@PublicPower.org. If Participant cancels or requests to reschedule at least 48 hours before the session's scheduled start time, the session may be rescheduled without penalty. If Participant cancels or requests to reschedule less than 48 hours before the scheduled start time or fails to attend, Participant will remain responsible for the full fee attributable to that session, and the session will be treated as used under the applicable package. If Advisor/Coach cancels a session, the session will be rescheduled at no additional charge to Participant. If an Advisor/Coach is unable to complete the purchased coaching or strategic advisory package, APPA may, in its sole discretion, permit the Participant to complete the remaining sessions with another Advisor/Coach participating in the Program or provide a credit or refund for any unused sessions.
6. **Term and Termination.**
 - a. **Term.** This Agreement shall commence on the Effective Date and remain in effect until completion of the purchased sessions unless earlier terminated as provided herein.
 - b. **Termination.** Either Party may terminate this Agreement upon thirty (30) days' written notice. APPA may terminate this Agreement immediately if Utility or its employee, representative, or participant materially breaches this Agreement or engages in conduct that materially harms or could reasonably be expected to harm APPA or the Program.
 - c. **Effect of Termination.** Termination shall not affect Utility's obligation to pay for coaching or strategic advisory sessions completed prior to the effective date of termination.
7. **Indemnification.** Utility shall indemnify, defend, and hold harmless APPA and its officers, directors, employees, agents, and representatives from and against any and all third-party claims, demands, actions, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising out of or relating to negligence, willful misconduct, or breach of this Agreement by Utility or its employee, representative, or participant.
8. **Limitation of Liability.** To the fullest extent permitted by law, APPA's aggregate liability arising out of or relating to this agreement shall not exceed the total amount of fees paid by utility under this agreement during the twelve (12)-month period preceding the event giving rise to the claim. In no event shall either party be liable to the other for any

indirect, incidental, special, consequential, exemplary, or punitive damages arising out of or relating to this agreement.

9. **Miscellaneous.** This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior writings or oral agreements. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by the Parties. Either Party's waiver of or failure to exercise any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall survive and remain in effect. The provisions of this Agreement which by their nature should survive shall survive the expiration or termination of this Agreement. This Agreement is binding upon the Parties and their respective successors and permitted assigns, provided that neither Party may assign this Agreement without the prior written consent of the other Party. All notices required or permitted under this Agreement shall be in writing and sent by email to APPA at Academy@PublicPower.org and to Utility at the email address identified above, or to such other email address as either Party may designate by notice. A notice sent by email will be deemed received when transmitted, provided that the sender does not receive an automated notice of failed delivery. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

By checking "I Agree" below, the individual identified above as the Authorized Representative confirms that the individual is authorized to bind Utility and, on behalf of Utility, has reviewed and agrees to the terms of this Agreement, including the information provided above.

☐ I Agree