

Customer Terms and Conditions Agreement

These California Clean Fuel Reward ("Program") Terms and Conditions (the "Customer Terms and Conditions," also referred to herein as the "Agreement") are effective upon execution by the undersigned ("Customer"). The Customer is purchasing or leasing an Eligible Vehicle, as defined herein, that qualifies for participation in the Program administered by Southern California Edison Company ("SCE" or the "Program Administrator") and implemented by the Program Implementer, as defined herein. By signing these Terms and Conditions, Customer agrees to all of the following:

A. Definitions:

Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Program Guide, sometimes referred to as the Participating Retailer Program Guide (as amended from time to time), available at <https://cleanfuelreward.com>.

- 1. Customer (also referred to herein and in some Program Documents as "Eligible Customer"):** The entity or authorized representative that enters into this Agreement to participate in the Program. For purposes of this Program, "Customers" are entities (businesses, public or government agencies, or nonprofit organizations), or authorized representatives thereof, that meet all Program requirements.
- 2. Eligible Vehicle (also referred to herein as the "Vehicle"):** Vehicle(s) meeting all criteria identified for Program eligibility in the Vehicle Eligibility Criteria section herein.
- 3. New Vehicle:** For the purposes of this Program, a vehicle not previously owned or leased by a customer and with 7,500 miles or less. Only New Vehicles can be eligible for the California Clean Fuel Reward; pre-owned vehicles are ineligible, regardless of mileage. Vehicle Identification Numbers (VINs) can only be claimed once.
- 4. Participating Retailers** are sellers or lessors of Eligible Vehicles that have executed the Participating Retailer Agreement and have been approved by the Program Implementer to be eligible for the Program. Only Participating Retailers can offer the California Clean Fuel Reward to Customers.
- 5. Phase 1** occurs at or near the time of purchase/lease of the Vehicle. It is the first of two claim submission phases, both of which are the responsibility of the Participating Retailer. In Phase 1, the Participating Retailer validates Customer and Vehicle eligibility, collects required information and documentation, and submits the Claim. Refer to the Program Guide for additional information.
- 6. Phase 2** takes place at or after delivery of the Vehicle. It is the second of two claim submission phases, both of which are the responsibility of the Participating Retailer. Subsequent to final delivery, the Participating Retailer re-verifies the accuracy of the Phase 1 Claim, gathers required Phase 2 information and documents, and submits a Phase 2 Claim. Refer to the Program Guide for additional information.
- 7. Phase 1 Claim Approval Date:** date the Participating Retailer receives email notice of Claim approval and reimbursement fund reservation.

- 8. **Program Document(s)** is any and all documents related to the Program, including but not limited to these Customer Terms and Conditions, the Program Guide, the Participating Retailer Agreement, Enrollment Application, the Customer Delivery Acknowledgment, the Claims application and required documentation, and any and all other present and future ancillary and related documents.
- 9. **Program Guide** sets forth the detailed rules, requirements, and eligibility criteria for the Program and may be updated from time to time. Updates will be effective upon posting at <https://cleanfuelreward.com>, and continued participation in the Program constitutes acceptance of such updates.
- 10. **Program Implementer** means Maritz Motivation Inc., a Missouri corporation.
- 11. **Program Reward ("Reward")** means, pursuant to the terms and conditions of the Program, an amount of money paid by the Program to the Participating Retailer for the benefit of the Customer to offset some portion of the cost of an Eligible Vehicle. Only one Reward will be allowed per each unique Vehicle Identification Number (VIN).

B. Eligibility:

Customer eligibility and Vehicle eligibility requirements are set forth in the Program Guide, as updated from time to time. Customer agrees to comply with all such requirements.

1. Customer Eligibility:

Customer eligibility restrictions vary by vehicle class:

CLASS 2b ELIGIBLE CUSTOMERS	CLASS 3–8 ELIGIBLE CUSTOMERS
<p>Only available to public fleets subject to the Advanced Clean Fleets (ACF) Rule, including:</p> <ul style="list-style-type: none"> • Government fleets • Public universities, schools, and school districts • Public ports and airports • Public special districts (water, utility, etc.) <p>Private entities of any kind are not eligible to receive the Reward for Class 2b Vehicles.</p>	<p>Public or Private entities, including:</p> <ul style="list-style-type: none"> • Corporations and businesses • Non-profit organizations • Public or private universities, schools, and school districts • Public or private ports/airports • Government agencies in California • Public or private utilities and special districts

Additional Customer Requirements

In addition to the eligibility requirements described above, Customer(s) must:

- Have a physical business location at the address provided to the Participating Retailer in the Vehicle Purchase/Lease Agreement.
- Provide accurate Customer information (organization/business information: legal and DBA names, entity type, EIN/Tax ID number, business entity number, address, phone number, email address, URL; contact information: authorized representative first name, last name, and signature) as needed for the transaction.
 - Customer information used in the Claim must match the information on all required documents (the name, address, etc., must be identical wherever they appear on relevant forms and documents), and the same Customer representative who signs the Purchase/Lease Agreement must take delivery of the Vehicle(s).
- Maintain ownership or an active lease agreement of the Vehicle(s) for at least three years.
- Take delivery of the Vehicle(s) within 180 calendar days of the Phase 1 Claim Approval Date.

2. Vehicle Eligibility:

To be eligible for the California Clean Fuel Reward, Vehicle(s) must be:

- Battery-electric
- Class 2b–8 (8,501–33,000+ lbs. GVWR) Vehicles
- For commercial operations: Vehicle(s) used by an Eligible Customer to carry people, property, or hazardous materials.
- Purchased or leased new (7,500 miles or less; not previously owned/leased) from a Participating Retailer.

The following types of vehicles are not eligible for the California Clean Fuel Reward:

- New or used battery-electric buses or vehicles which have the primary purpose of moving people; hybrid vehicles, fuel cell vehicles, Electric Power Take-Off (ePTO), battery-electric motorcycles, zero-emission vehicle conversions; and vehicles not meant for on-road use (such as terminal tractors).

Additional Program Rules and Requirements

- Vehicle(s) must be registered in the State of California. A valid California DMV registration (or an application for registration) is required at delivery and must be uploaded as part of the Phase 2 Claim submission.
- Vehicle(s) must maintain active California registration for at least three years.
- Primary Use in California: The majority of a Vehicle's operations must be in the state of California. The Customer may use their Vehicle(s) outside of California for no more than 50% of the Vehicle's utilization during the first three years.

- Vehicles must be purchased or leased from an enrolled Program Participating Retailer.
- Eligible Vehicles must have a valid VIN.
 - VIN(s) must be provided within 180 calendar days of Phase 1 Claim Approval Date.
 - The Reward can only be applied once per unique VIN.
- There is no current limit on the number of Rewards per Eligible Customer for Eligible Vehicles with unique VINs (a Customer may receive the Reward for each Eligible Vehicle purchased or leased.)

The Program Administrator and Program Implementer retain sole discretion to interpret, apply, and enforce Program rules and requirements.

C. Customer Obligations:

1. Customer attests that all personal and/or business information, as applicable, and Vehicle information, as applicable, submitted to the Participating Retailer is true, complete, and correct in all respects. If Program Administrator or Program Implementer determines, in each of their sole discretion, that any information is inaccurate, false, misleading, and/or fraudulent, Customer shall reimburse the Participating Retailer the amount of the Reward (as defined below) that was credited to the Vehicle's cost. Inaccurate, false, misleading, and/or fraudulent information may also subject Customer to civil or criminal penalties to the extent permitted by law.
2. Customer agrees to provide Program Implementer or Program Administrator, as applicable, with all requested information to allow Program Implementer to verify (a) the VIN and California Department of Motor Vehicles ("DMV") registration, (b) the Vehicle is insured as required by the State of California and DMV (if requested), and (c) at all times, the system and function of the Vehicle as a Battery Electric Vehicle is maintained. Customer also understands and agrees that Participating Retailer, Program Administrator and Program Implementer may request additional information from the Customer to validate Customer's eligibility for the Reward, and Customer agrees to provide any and all information requested. Refusal to provide requested information will result in ineligibility to participate in the Program.
3. Customer attests that Participating Retailer has explained to Customer, and Customer understands the amount and nature of the Reward that Participating Retailer will receive and pass onto the Customer. Customer further attests that the purchase or lease documentation, as applicable, discloses the full amount of the Reward that will be passed through to the Customer, and that the Reward amount has been subtracted from the final price associated with the purchase or lease of the Vehicle. Customer understands and agrees that Participating Retailer will receive reimbursement of the Reward amount credited to Customer, and that Customer has no rights to the Reward paid by the Program to Participating Retailer. Customer is responsible for paying all tax liability, if any, imposed because of the Reward being passed through to the Customer.

None of Participating Retailer, Program Administrator, or Program Implementer are responsible for any taxes imposed on Customer because of the Reward. Neither the Program Administrator nor Program Implementer is responsible for the failure of Participating Retailer to properly document or pay the Reward.

4. Customer shall retain ownership or possession of the Vehicle for at least three (3) years after delivery. If Customer does not retain ownership or lease the Vehicle for the full three-year period, Program Administrator may require the Customer to return all or a portion of the Reward and may exercise all rights available at law or in equity to enforce this provision.
5. Customer agrees and acknowledges that at the time of Vehicle delivery, Customer will be required to sign an additional agreement acknowledging such delivery and is still in compliance with the eligibility and obligations criteria in these Terms and Conditions.
6. Customer shall register the Vehicle with the California DMV in Customer's name and with the address provided to Participating Retailer in the Vehicle transaction documents.
7. Customer understands and agrees that the Reward for Eligible Vehicles that are Class 2b, 3, 4, 5, 6, and 7 cannot be combined with incentives or rebates from the California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Program (HVIP); however, Rewards for Eligible Vehicles that are Class 8 may be stacked with HVIP vouchers if allowed by HVIP. For all vehicle classes, the Reward may be stacked with the Carl Moyer Memorial Air Quality Standards Attainment Program and other port, local, regional and/or state incentives, as well as financing programs, as applicable. Customer is responsible for ensuring all allowable rebate/incentive stacking is applicable at the time of Vehicle purchase/lease.

Notwithstanding the foregoing, the combined value of the Reward and all other rebates or incentives received for each Eligible Vehicle shall not exceed 90% of the total Vehicle cost, excluding taxes and fees. Customers are solely responsible for determining program compatibility and ensuring all applicable program requirements are met. Refer to the respective program guides of other potentially compatible incentive/rebate programs for information on their rules and requirements. The California Clean Fuel Reward is not responsible for preventing incompatible program stacking and cannot provide guidance or support for other programs. Acceptance of the Reward may affect eligibility for other rebates, rewards, or incentives, as applicable. For additional information on Reward stackability, please visit <https://cleanfuelreward.com>. Please note that this information is subject to change without notice. Stacking rules and compatibility are determined in accordance with the Program Guide, which shall control and may be updated from time to time.

8. Customer agrees to participate in and submit responses to post-sale surveys (for program evaluation purposes), which will be sent to Customer by Program Implementer after Reward reimbursement is complete.
9. If two businesses are jointly purchasing or leasing the Vehicle, Customer agrees that Customer will be the primary contact and sole applicant with respect to the Reward for the Vehicle.

10. Customer consents to Participating Retailer sharing the information Customer provided to Participating Retailer (including all personal information and Vehicle information contained in the Vehicle purchase or lease documentation) with the Program Implementer, Program Administrator, and each of their respective employees, consultants, contractors, or agents, and may be made available to Customer's utility company ("EDU") by the Program Implementer. Any information provided by Customer pursuant to the Program (including all personal and business information, as applicable, and Vehicle information contained in the Vehicle purchase or lease documentation) may be used by Program Implementer, Program Administrator and EDU for any lawful purpose, which may include, without limitation, sending Customer surveys and emails about the Program, providing Customer with information on products, services, and programs that may be of interest to Customer, and disclosing the information as otherwise required by law or regulatory requirements Customer confirms that Customer is an authorized user of the email account provided. Customer confirms that any such communication sent by Program Implementer, Program Administrator or EDU is authorized by Customer and shall not be in violation of any "do not contact" list or other Customer communication restriction, even if the email address or other information provided to Retailer is on such a list or subject to such restriction. Customer hereby consents to Program Implementer, Program Administrator, and Customer's EDU use of the provided information for these purposes.
11. Public Disclosure of Information Relating to Customers of Publicly Owned Utilities. If your utility, or EDU, is a public agency, some information you provide to obtain a Reward may be subject to public disclosure pursuant to a request under the California Public Records Act (PRA). Information that may be disclosed includes, but may not be limited to: Customer name, address, electronic mail address (email), Vehicle make, model, model year, class, Vehicle Identification Number, Sales Date, Sale Price, OEM, Participating Retailer purchased from, and the amount of the Reward.
12. Customer acknowledges that neither Program Implementer nor Program Administrator, nor any of their respective employees, consultants, contractors, or agents, (a) are responsible for assuring that the Vehicle complies with any particular laws, codes, or industry standards, or (b) have made any representations of any kind regarding (i) the results to be achieved by the Program or (ii) the Vehicle, including, but not limited to, its performance, fitness for use, or safety.
13. Customer agrees to release, indemnify, and hold harmless Program Implementer, Program Administrator, and Customer's EDU, and each of their respective officers, directors, shareholders, employees, consultants, contractors, and agents (collectively, the "indemnified parties") from and against all any and all losses, claims, damages, liabilities, causes of action, expenses, demands, and costs (including the fees, charges and disbursements of any counsel for any indemnified parties), whether based on contract, tort, or any other theory, whether brought by a third party or the Customer, arising out of, or in connection with or as a result of Customer's participation in the Program, including, without limitation, Customer's purchase or lease of the Vehicle or any other Vehicles in association therewith.

14. Customer agrees and acknowledges that it will use the Vehicle in accordance with all of the applicable requirements of these Terms and Conditions. If Customer fails to do so, Program Implementer or Program Administrator may seek reimbursement for the Reward amount from the Customer, except in cases of non-operation due to damage that was not intentionally, negligently, or fraudulently caused by the Customer.
15. If the Customer is purchasing or leasing the Vehicle for the purpose of immediately leasing or selling the Vehicle to a legal entity (such Customer, a "Third-Party Broker" and such sale or lease, a "Third-Party Transaction"), the legal entity ultimately purchasing or leasing the Vehicle from the Third-Party Broker (the "Ultimate User") and the Third-Party Broker shall jointly be deemed the "Customer" for purposes of complying with all Customer obligations set forth in these Terms and Conditions, as applicable. Customer must inform the Ultimate User of all of its obligations under these Terms and Conditions, and the Ultimate User's (and not the Third-Party Broker's) information shall be used to validate Customer's eligibility for the Reward.
16. A Customer that is a Third-Party Broker agrees that it will apply the full amount of the Reward as a credit on the Ultimate User's purchase or lease of the Vehicle. Additionally, a Customer that is a Third-Party Broker must require the Ultimate User to acknowledge, in writing, that (1) the Reward will be applied by the Participating Retailer to the final amount due from the Third-Party Broker Customer for the purchase or lease of the Vehicle; (2) the Ultimate User has received the full economic benefit of the Reward from the Third-Party Broker; and (3) none of the Participating Retailer, the Program Implementer or the Program Administrator will apply the Reward directly to the Ultimate User's purchase or lease, and that the Ultimate User's only recourse for the Reward will be against the Third-Party Broker.

D. Governing Law and Venue

The Program Documents shall be governed by the laws of the State of California, without reference to its conflicts of law principles. Any legal action or proceeding arising out of or relating to the Program Documents shall be brought exclusively in the state or federal courts located in Los Angeles County, California, and the parties hereby irrevocably submit to the personal jurisdiction and venue of such courts.

E. Order of Precedence

In the event of a conflict or inconsistency among the Program Documents, the following order of precedence applies:

1. The Customer Terms and Conditions; and
2. The Program Guide (for Program operations, eligibility, and requirements);
3. All other Program Documents.

[Signature Pages Follow]

Information on the Program's privacy practices may be found at <https://cleanfuelreward.com>.

By executing these Terms and Conditions, Customer hereby acknowledges that Customer has read and agrees to meet and follow the requirements and responsibilities for participation in the Program. In addition, Customer acknowledges that the purchase or lease documentation reflects the full amount of the Reward and that the Reward has been subtracted from the final amount due from Customer for the purchase or lease of the Vehicle.

These Terms and Conditions may be executed with signatures delivered by telecopy or other electronic imaging means (e.g., PDF by email) and further, electronic signatures or the keeping of records in electronic form shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any other similar state laws based on the Uniform Electronic Transactions Act. (including as set forth at CA Civil Code Section 1633.1 et seq.)

Amount of Program Reward Applied per Eligible Vehicle: _____

Customer Initials: _____

COMPLETE CUSTOMER INFORMATION ON PAGE 9

Legal Name of Customer Entity: _____

First and Last Name of Authorized Representative of Customer Entity:

Title of Authorized Representative: _____

Authorized Representative Signature: _____

Date: _____

If a Third-Party Transaction (all fields required):

Legal Name of Third-Party Broker: _____

Name of Authorized Representative of Third-Party Broker: _____

Title of Authorized Representative of Third-Party Broker: _____

Authorized Representative Signature: _____

Date: _____

If a Third-Party Transaction (all fields required if an additional Third-Party Broker is involved):

Legal Name of Third-Party Broker: _____

Name of Authorized Representative of Third-Party Broker: _____

Title of Authorized Representative of Third-Party Broker: _____

Authorized Representative Signature: _____

Date: _____

In a Third-Party Transaction, the Ultimate User shall also complete the Customer signature block above.