



CUSTOMER TERMS AND CONDITIONS AGREEMENT

The undersigned (“Customer”) is purchasing or leasing a Battery Electric Vehicle (BEV) or Plug-in Hybrid Electric Vehicle (PHEV) (“Vehicle”) that qualifies for participation in the California Clean Fuel Reward Program¹ (“Program”). Customer hereby certifies as follows:

1. All personal and/or business information, as applicable, and Vehicle information submitted to the seller or lessor of the Vehicle (the “Retailer”) is true and correct in all respects. If any information is discovered to be inaccurate, false, misleading, and/or fraudulent, Customer understands that Customer may owe the Retailer the amount of the Reward (as defined below) that was credited to the purchase or lease price of the Vehicle. Inaccurate, false, misleading, and/or fraudulent information may also subject Customer to civil or criminal penalties to the extent permitted by law. Customer acknowledges that Retailer or Maritz LLC (the “Program Implementer”) may request additional information from Customer to validate Customer’s eligibility for the Reward.
2. Customer (a) if an individual, is a resident of the State of California and resides at the address provided to Retailer in the Vehicle purchase or lease documentation, or (b) if a legal entity, is a business that is located in the State of California and such business has a physical location at the address provided to Retailer in the Vehicle purchase or lease documentation.
3. The Vehicle is a Battery Electric Vehicle (BEV) or Plug-in Hybrid Electric Vehicle (PHEV) that qualifies for participation in the Program.
4. Retailer has explained to Customer, and Customer understands, the amount and nature of the reward (the “Reward”) that Customer will receive in connection with the Program for purchasing or leasing a qualifying Vehicle. The purchase or lease documentation discloses 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. Therefore, Customer agrees to allow Retailer to receive reimbursement of the Reward amount already credited to Customer in the purchase or lease documentation, and hereby assigns and transfers all of Customer’s rights in the Reward to Retailer. Customer is responsible for paying all tax liability imposed as a result of the Reward, if any. None of Retailer, Program Implementer nor Southern California Edison Company (the “Program Administrator”) is responsible for any taxes imposed on Customer as a result of the Reward, if any.
5. Customer agrees to register the Vehicle with the California Department of Motor Vehicles (“DMV”) in Customer’s name and with the address provided to Retailer.

¹ Cal. Code Regs. title 17, §§ 95480, *et seq.*

6. Customer agrees to (a) allow Program Implementer to verify the vehicle identification number (VIN) and registration of the Vehicle with the DMV and/or the Vehicle manufacturer, (b) insure the Vehicle as required by the State of California (including the DMV), and (c) maintain the system and function of the Vehicle as a Battery Electric Vehicle (BEV) or Plug-in Hybrid Electric Vehicle (PHEV) at all times.
7. If two individuals are jointly purchasing the Vehicle, Customer agrees that Customer will be the primary contact and sole applicant with respect to the Reward for this Vehicle purchase.
8. Customer agrees to allow Retailer to share the information Customer has provided to Retailer (including all personal information and Vehicle information contained in the Vehicle purchase or lease documentation) with Program Implementer, Program Administrator, and each of their respective employees, consultants, contractors, or agents. Any information provided in this Terms and Conditions Agreement (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 and Program Administrator for any purpose related to the Program and may be made available to Customer's utility company ("EDU").
9. Customer directs Program Implementer to forward Customer's contact information and information about the Vehicle to Customer's EDU so that Customer's EDU may send Customer surveys and emails about the Program and to provide Customer with information on products, services, and programs that may be of interest to Customer. Customer hereby gives Program Implementer and Customer's EDU consent to send emails, surveys, and information on products, services, and programs that may be of interest to Customer to the email address provided to Retailer. Customer confirms that Customer is an authorized user of the email account provided. Customer confirms that any such communication sent by Program Implementer or Customer's EDU shall not be in violation of any "do not contact" list, even if the email address provided to Retailer is on such a list.
10. 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.



11. Customer agrees to release, indemnify, and hold harmless Program Implementer, Program Administrator, 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.
12. If Customer is a legal entity, the individual executing this Terms and Conditions Agreement below has all requisite authority to enter into this Terms and Conditions Agreement on behalf of Customer.

[Signature Page Follows]



Information on the Program's privacy practices may be found at cleanfuelreward.com/privacy-notice.

By executing this Terms and Conditions Agreement, Customer hereby acknowledges that Customer has read and agrees to meet and follow the requirements and responsibilities for participation in the Program.

This Terms and Conditions Agreement 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 without as set forth at CA Civil Code Section 1633.1 et seq.)

If Customer is an individual:

Customer Name: _____

Customer Signature: _____

If Customer is a legal entity:

Legal Name of Customer: _____

Name of Authorized Representative of Customer: _____

Title of Authorized Representative of Customer: _____

Authorized Representative Signature: _____

Date: _____

A copy of Customer's (or Authorized Representative's, as applicable) Driver's License must be obtained, scanned, and uploaded to the Program Website.