SCE PRE-OWNED EV REBATE CUSTOMER TERMS AND CONDITIONS AGREEMENT

This SCE Pre-Owned Electric Vehicle ("EV") Rebate Program ("Program") Terms and Conditions Agreement (the "Customer Terms and Conditions" or "Customer Agreement") apply to all customers that participate in the Program. The undersigned ("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:

Definitions:

1. **Eligible Vehicle** (also referred to herein as the "**Vehicle**") means a pre-owned (used) Battery-Electric Vehicle (BEV) or Plug-in Hybrid Electric Vehicle (PHEV) included on the program website as an eligible vehicle. See evrebates.sce.com/site/vehicles for the complete list.

2. **Program Administrator** means SCE.

3. **Program Implementer** means Maritz LLC, a Missouri limited liability company.

4. **Application** means an online form submission on evrebates.sce.com.

5. **Rebate** means, pursuant to the terms and conditions of the Program, an amount of money paid by SCE to the Customer to offset some portion of the cost of an Eligible Vehicle. The current Rebate amount is set forth on the Program website and confirmed as part of the Application. Customer will be eligible for the Rebate amount confirmed via email at the time the Application is accepted. Rebate funds are limited and are available on a first-come, first-served basis. Rebate amounts are subject to change at any time by SCE and/or the California Public Utilities Commission ("CPUC").

Eligibility: The POEV Program Eligibility Requirements, available at evrebates.sce.com are incorporated in their entirety into this Customer Agreement. By agreeing to the terms of this Customer Agreement, the Customer agrees to the terms of the POEV Program Eligibility Requirements as well.

Each Eligible Vehicle is only eligible for one Rebate, per Customer, under the applicable Program, and the eligibility requirements are different for each Rebate type. Each Customer is only eligible for one Rebate in a 24-month period, under the applicable Program. Household limitations may also apply.

Unless otherwise specifically stated, all terms and conditions are applicable to both the Standard Rebate and the Rebate Plus Rebate.

Standard Rebate Eligibility: Customer (1) must be an individual residing at or having a physical location at the address provided to the Program Implementer in the Vehicle purchase or lease agreement, which must be located in the state of California; (2) must have an active SCE residential service account; (3) purchase an eligible vehicle with a purchase price that exceeds the Standard Rebate amount; (4) must register the Vehicle as a used vehicle in California with a valid vehicle identification number (VIN), at the same Service Address corresponding to the household residential SCE service account; (5) must submit an application within 180 calendar days of the date of purchase or lease; (6) must agree to own or lease the Vehicle with a current California registration for a minimum of twenty (20) consecutive months after Vehicle purchase or lease date. If applicant does not retain ownership or lease the Eligible Vehicle for 20 months, Customer agrees to return to SCE a pro rata share of the Rebate amount. For additional details, see the POEV Program Eligibility Requirements.

Rebate Plus Eligibility: Customer (1) must meet specific income-based criteria, as set forth in the POEV Program Eligibility Requirements; (2) must be an individual residing at or having a physical location at the address provided to the Program Implementer in the Vehicle purchase or lease agreement, which must be located in the state of California; (3) must have an active SCE residential service account; (4) purchase an eligible vehicle with a purchase price that exceeds the Rebate Plus amount; (5) must register the Vehicle as a used vehicle in California with a valid vehicle identification number (VIN), at the same Service Address corresponding to the household residential SCE service account; (6) must submit an application within 180 calendar days of the date of purchase or lease; (7) must agree to own or lease the Vehicle with a current California registration for a minimum of twenty (20) consecutive months after Vehicle purchase or lease date. If applicant does not retain ownership or lease the Eligible Vehicle for 20 months, Customer agrees to return to SCE a pro rata share of the Rebate amount. For additional details, see the POEV Program Eligibility Requirements.

Customer Obligations:

1. Customer shall register the Vehicle with the California Department of Motor Vehicles ("DMV") in Customer's name and with the SCE Service Account Address corresponding to your household's residential SCE account.

2. Customer agrees to provide Program Implementer or Administrator, as applicable, with all requested information to allow Program Implementer to verify (a) the VIN and DMV registration, (b) the Customer's SCE Service Account number and service address, (c) Vehicle registration address matches the SCE Service Account address, (d) the Vehicle is insured as required by the State of California and DMV, and (e) at all times, the system and function of the Vehicle as a Battery Electric Vehicle is maintained.

3. If two individuals are jointly purchasing, or leasing the Vehicle, Customer agrees that Customer will be the primary contact and sole applicant with respect to the Rebate for the Vehicle.

4. Customer consents to sharing all personal information and Vehicle information contained in the Application, Vehicle purchase or lease documentation, claim submission form, and/or provided directly to the Program Implementer, with the Program Implementer, Program Administrator, and each of their respective employees, consultants, contractors, or agents. 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 and Program Administrator 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 or Administrator 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 Program Implementer, as applicable, is on such a list or subject to such restriction.

5. 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.

6. 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.

7. Customer agrees and acknowledges that it will use the Vehicle in accordance with all of the applicable requirements of these Terms and Conditions and the POEV Program Eligibility Requirements. If Customer fails to do so, Program Implementer or Program Administrator may seek reimbursement for the Rebate amount from the Customer except in cases of non-operation due to damage that was not intentionally, negligently, or fraudulently caused by the purchaser.

Additional Terms and Conditions.

1. **True and Accurate Information.** Customer certifies that the information provided in the Application is true and correct. Customer agrees to provide any additional information that SCE may request to confirm the accuracy of the information provided and eligibility for a Rebate. Customer understands and acknowledges:
    a. Obtaining rebates by submitting intentionally inaccurate information and/or making fraudulent misrepresentations or omissions is strictly prohibited,
    b. Any wrongfully obtained rebates must be refunded to SCE within thirty (30) days' following notice to the Customer,
    c. In the event of a violation of any of the provisions of this Agreement or the relevant Program documents, the Customer may be banned from participating in any and all future SCE, PG&E, and/or SDG&E Pre-Owned EV Rebate programs; and
    d. In the event of a violation of any of the provisions of this Agreement or the relevant Program documents, the Customer may be subject to additional civil and criminal liability as a result. Beyond disclosure to PG&E and/or SDG&E, SCE may report and release information concerning such wrongdoing to state and local law enforcement, the California Department of Motor Vehicles, and any other appropriate authorities.

2. **Electronic Signature and Copies.** Customer agrees that Program documents may be executed with signatures delivered electronically (e.g., PDF by email). 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 the California Uniform Electronic Transactions Act (UETA) codified in Cal. Civ. Code §§ 1633.1 – 1633.17, inclusive of the California Civil Code and any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act (15 U.S. Code § 7001 et seq.).

3. **Program Notices.** Program communications, such as requests for additional documentation, Application approval notifications, and payment notifications, will be sent via email. It is the Customer's responsibility to ensure their email address is accurate and permits the receipt of program emails. Denial of a Rebate due to failure to respond to electronic communication, including failure to respond due to program emails being filtered as spam, is not appealable.

4. **Consent to Use of Information.** Customer acknowledges and agrees that SCE may use any information provided in the Application for internal purposes other than processing the Application and may be made available to the CPUC and the California Air Resources Board, but no personal information will be made publicly available.

5. **ACH Deposit.** The Rebate payment will be paid directly to the bank account of the Customer listed in the Application. In rare instances, a check may be mailed in lieu of ACH payment. Payment cannot be assigned or transferred. It is the Customer's responsibility to ensure their bank account information is accurate and permits the receipt of the Rebate.

6. **Taxes.** Customer acknowledges and agrees to be solely responsible for the payment of any and all local, state, and federal income taxes, and any other applicable taxes, duties, or levies that may arise in connection with receipt of a Rebate. It is the sole responsibility of Customer to seek professional advice and determine any tax consequences due to receipt of a Rebate.

7. **Representations and Warranties.** SCE makes no representations or warranties, expressed or implied, regarding Customer's eligibility to receive a Rebate. Furthermore, SCE makes no representations, expressed or implied, regarding the design, construction, reliability, efficiency, performance, operation, maintenance, or use of any vehicle, discussed, selected, rejected, purchased/leased or otherwise considered by customer. Any decisions regarding the selection, design, purchase/lease, use and operation of any vehicles shall be at the sole discretion and are the sole responsibility of the Customer. SCE does not guarantee energy or bill savings as a result of purchasing an EV and receiving a Rebate.

8. **Termination**. The Program **may** be terminated at any time by SCE and/or the California Public Utilities Commission ("CPUC").

9. **Governing Law.** This Customer Agreement and all related documents, and all matters arising out of or relating to the Program, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, United States of America (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or relating to this Project shall be instituted in the courts of the State of California in each case located in the County of Los Angeles, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

10. **Statutory Compliance.** Customers shall comply with all applicable federal, state and local laws, regulations, statutes, and policies applicable to participation in the Program.

11. **Amendment Waiver, Discharge.** Waiver by SCE with respect to breach of these Terms and Conditions shall not be considered or treated as a waiver of the rights of SCE with respect to any other default or with respect to any particular default, except to the extent specifically waived by SCE in writing. This Customer Agreement may not be released, discharged, abandoned, changed, or modified in any manner, except by an instrument in writing signed on behalf of the parties hereto by their duly authorized representatives. The failure of either party hereto to enforce at any time any of the provisions of this Customer Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part thereof or the right of either party thereafter to enforce each such provision

12. **Dispute Resolution.** Customer shall attempt in good faith to resolve any dispute arising out of, or relating to, this transaction promptly by negotiations between the Program Administrator or their designated representative and Customer or their designees. Either party must give the other party, or parties, written notice of any dispute. Within thirty (30) calendar days after delivery of the notice, the parties shall meet and attempt to resolve the dispute. If the matter has not been resolved within thirty (30) calendar days of the first meeting, any party may pursue other remedies including mediation. All negotiations and any mediation conducted pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations, to which Section 1152of the California Evidence Code shall apply. Notwithstanding the foregoing provisions, a party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Each party is required to continue to perform its obligations under this Customer Agreement pending final resolution of any dispute arising out of, or relating to, the Program.

[Signature Page Follow]

Information on the Program's privacy practices may be found at evrebates.sce.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.

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.)

All fields required:

Customer First Name and Last Name: _____

Customer Signature: _____

Date: _____