



## PARTICIPATING RETAILER AGREEMENT

This Participating Retailer Agreement (this "Agreement") is executed by the undersigned Participating Retailer. This Agreement, and the Program Documents (which are incorporated herein by reference) govern the Participating Retailer's participation in the California Clean Fuel Reward (the "Program"). The Program is administered by Southern California Edison Company (the "Program Administrator" or "SCE") on behalf of all California electric distribution utilities that are participating in the Program ("Participating EDUs"). The "Program Implementer" contracted to deliver the Program is Maritz Motivation Inc., a Missouri corporation.

### 1. Defined Terms.

Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Participating Retailer Program Guide (as amended from time to time, the "Program Guide") available on the Program Website at <https://cleanfuelreward.com>. In addition, as used in Section 8 of this Agreement, the following terms shall have the following definitions:

**Business, Service Provider, Consumer, and Personal Information Breach:** Each has the same meaning as in the Data Protection Laws.

**California Vehicle Code (CVC):** A legal code that regulates all aspects of motor vehicle use in the state of California, including licensing, registration, insurance, traffic laws, operator requirements, and penalties for infraction.

**Customer/Customer Entity:** For this Program, "Customer" refers to an individual or an authorized representative of an organization ("Customer Entity") who has the authority to purchase or lease eligible goods or services.

When used as a proper noun, "Customer" or "Eligible Customer" refers only to those individuals or Customer Entities that meet all Program eligibility requirements.

**Data Protection Laws:** The applicable laws relating to the Processing of Personal Information, including but not limited to the California Consumer Privacy Act (Cal. Civ. Code § 1798.100 *et seq.*) and regulations issued thereunder.

**Guide for Licensed Vehicle Dealers and Lessor-Retailers:** An official California Department of Motor Vehicles (DMV) manual that explains the legal, licensing, and operational requirements for businesses engaged in selling or leasing motor vehicles, that functions as a regulatory bridge

**Processing:** Any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Program Reward (“Reward”):** For the purposes of this Program, an amount of money paid by the California Clean Fuel Reward 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 unique VIN.

**Personal Information:** Information provided by a Customer seeking to participate or participating in the Program or in possession of the Participating Retailer pursuant to the Program, constituting “personal information” under the Data Protection Laws.

**Program Documents:** Any and all documents related to the Program, including but not limited to the Participating Retailer Program Guide, the Retailer Agreement, Enrollment Application, the Customer Terms and Conditions, and any and all other present and future ancillary and related documents.

**Vehicle Manufacturer:** An entity that designs, engineers, assembles, and/or produces motor vehicles for sale or lease; also referred to as an original equipment manufacturer (OEM). For the purposes of this Program, “Vehicle Manufacturer” refers to OEMs that produce medium- and heavy-duty (Class 2b–8) battery-electric vehicles for commercial operations.

## **2. Participating Retailer Acknowledgment; Representations, and Warranties.**

Participating Retailer hereby acknowledges and agrees that:

- a. It has completed the Enrollment Application on the Program Website, and all information in the Enrollment Application is accurate and complete;
- b. It has reviewed the Participating Retailer Program Guide posted on the Program Website and agrees to comply with all terms and conditions of the Program Guide, this Agreement and all Program Documents;
- c. Its participation in the Program is subject to enrollment approval by the Program Implementer;
- d. Its continued participation in the Program is subject in all respects to the prevailing provisions of the Enrollment Application, the Program Guide, this Agreement, and any and all other Program Documents;
- e. Reserved.
- f. It will provide Program Implementer prompt written notice of any change in the information and/or documentation provided in the Enrollment Application or otherwise provided to Program Implementer;

- g. Participating Retailer is in and will remain in compliance at all times with all applicable federal, state (including State of California), and local laws, rules, regulations and guidelines, including, but not limited to, the Data Protection Laws, the California Vehicle Code (the "CVC"), and the Guide for Licensed Vehicle Dealers and Lessor-Retailers published by the California Department of Motor Vehicles, as applicable. Without limiting the generality of the foregoing, Participating Retailer is and will remain in compliance at all times with the CVC and all federal law pertaining to automotive retailers, including, but not limited to, those provisions relating to false statements, inspection of business, location of business records, retention of business records, and reporting of sales;
- h. The Program Documents may be revised from time to time, with any such revisions being posted to the Program Website by the Program Implementer. Participating Retailer will be notified by email at least thirty (30) days prior to the effective date of any such revisions (including any change to Program Reward amount or availability). Program Implementer retains the right to reduce the Program Reward to \$0 and effectively suspend the Program Reward at any time by providing at least 30 days' prior notice to the Participating Retailers. The details of any such reduction will be published on the Program Website. Any Claims submitted by Participating Retailer to Program Implementer in which the sale or lease occurred prior to the effective date of any Program Document revisions will not be subject to such revisions;
- i. **Participating Retailer will only utilize, publish, or share with any Customer or Customer Entity, the then-current, up-to-date Program Documents posted on the Program Website.** Participating Retailer acknowledges that its failure to utilize the most up-to-date Program Documents may result in a delay in processing a Claim or a rejection of the Claim;
- j. Vehicles leased to or purchased by a Participating Retailer or Vehicle Manufacturer are not eligible to receive the Program Reward; and
- k. Program Implementer will issue a 1099 to Participating Retailer with respect to any reimbursement of Program Rewards, based on the Participating Retailer's tax classification status included in their W-9 submission. 1099s are not sent to any retailer that is a corporation (including C, S, and LLCs taxed as corporations). Neither Program Implementer nor Program Administrator is responsible for any taxes imposed on Participating Retailer or Customer as a result of the Program.

**In addition to the foregoing acknowledgments and agreements, Participating Retailer expressly represents and warrants that all information and documentation provided to Program Implementer is and will remain true and correct in all respects, unless Participating Retailer notifies Program Implementer of any changes, pursuant to Section 2(f) hereof. This includes, but is not limited to, all information and documentation relating to its Customers and the Eligible Vehicles, as applicable, sold under the Program. If Participating Retailer is found to have provided inaccurate, false, misleading, and/or fraudulent information to Program Implementer, Participating Retailer may be removed from Program participation immediately and subject to civil or criminal penalties to the extent permitted by law.**

### **3. Program Process.**

**Upon a Customer's purchase or lease of an Eligible Vehicle and proper completion and execution of the then-current Customer Terms and Conditions, Participating Retailer must apply the Program Reward as a deduction to the final amount due from Customer for the Customer's purchase or lease of such Eligible Vehicle.** After Participating Retailer applies the amount of the applicable Program Reward to the purchase or lease price of an Eligible Vehicle, Participating Retailer can submit a Claim request in accordance with the Program Guide to reserve the appropriate Claim funds. Once the Eligible Vehicle is delivered to the Customer, Participating Retailer may submit a Claim with final required Program Documents to the Program Implementer through the Program Website in accordance with the Program Guide to seek reimbursement for such Program Reward. Program Implementer will review the Claim to determine whether Participating Retailer has met all of the terms, conditions and requirements set forth in the Program Documents. If the request for Reward reimbursement is approved by Program Implementer, the Claim will be paid to the Participating Retailer.

For the avoidance of doubt, the Program only applies to a Customer's purchase or lease of an Eligible Vehicle from a Participating Retailer after the date Participating Retailer has received written notice that it has been approved as a Participating Retailer in the Program and after Program Launch Date. No Program Rewards will be payable with respect to sales or leases made prior to such dates.

### **4. Records and Inspection.**

Participating Retailer agrees to maintain electronic or written records of any Eligible Vehicle, for which Participating Retailer received reimbursement for a Reward, for at least 3 years (as required by Cal. Code Regs. tit. 13, § 272.00) after receiving such reimbursement, including but not limited to invoices, payment information, and records with the California Department of Motor Vehicles. Within 7 business days following a request by Program Implementer, Program Administrator, or any successor of either, Participating Retailer shall provide copies of any such records to the requesting party. At any time while this Agreement is in effect and for three years thereafter, Program Implementer, Program Administrator, or any successor of either, shall have the right to audit and inspect Participating Retailer's records and other information related to the Program and the Eligible Vehicles sold under the Program where such records and information are located. Such inspections shall be held during reasonable hours and with reasonable notice to Participating Retailer.

## **5. Marketing and Logo.**

Participating Retailer agrees to participate, collaborate and engage with Program Implementer to promote, market, and advertise the Program to Customers and the general public. Any promotion, marketing, and advertising of the Program may be accomplished via various forms of media. Participating Retailer also agrees to participate in surveys and other programs designed by Program Implementer from time to time relating to the Program. Participating Retailer agrees to comply with the terms and conditions of the Program Style Guide available on the Program Website, including, but not limited to, the requirements regarding use of the Program logo. The Participating Retailer shall not use the corporate name, trademark, trade name, logo, or other identifying marks of SCE, Maritz, or any Participating EDU without that party's prior written consent, which may be withheld in its sole discretion.

## **6. Release and Indemnification; Limitation of Liability; NOTICE OF CLAIMS.**

Participating Retailer shall release, indemnify, defend, and hold harmless Program Implementer, Program Administrator and their respective officers, directors, shareholders, employees, consultants, contractors, and agents (collectively, the "indemnified parties") from and against all losses, claims, damages, liabilities, and related expenses (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 by Participating Retailer, arising out of, in connection with, or as a result of (a) the performance by Participating Retailer of its obligations under this Agreement or any of the Program Documents; and (b) any representations, statements, or promises made by Participating Retailer or Participating Retailer's agents or employees to a Customer in connection with the Program; (c) any violation of law arising out of Participating Retailer's performance of, or failure to perform, this Agreement or any of its obligations in the Program Documents; (d) the fraud, forgery, or illegal action of Participating Retailer or officers, directors, shareholders, employees, consultants, contractors or agents, and (e) denial or delay of any Claim for reimbursement of a Reward, including any denial or delay due to any Claim that is forged, fraudulent, invalid, or insufficient in any respect.

This Section 6 will survive the termination of this Agreement and any or all of the Program Documents. Neither Program Implementer nor Program Administrator makes any representation or warranty regarding (a) whether the Eligible Vehicles are fit for any particular purpose and/or are otherwise in compliance with applicable laws or industry standards, or (b) the outcome that may be achieved by Participating Retailer's enrollment in the Program. To the fullest extent permitted by applicable law, Participating Retailer will not assert, and hereby waives, any claim against any of the indemnified parties, on any theory of liability, for special, indirect, consequential, or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any other Program Document. Participating Retailer acknowledges and agrees that each of Program Implementer's and Program Administrator's liability under the Program shall be limited to the amount of the approved Reward reimbursement payable to Participating Retailer.

Participating Retailer will promptly, but in no event later than 10 days, provide Program Implementer with written notice of any event or claim that may result in a claim against or necessitate a defense by any entity associated with the Program, including but not limited to the Program Implementer, a Participating EDU, and/or Program Administrator, whether in tort or contract, which relates to the Program. Participating Retailer agrees to fully cooperate with Program Implementer and Program Administrator in fulfilling any requests related to addressing or investigating such claims. Notwithstanding and in addition to the foregoing, Participating Retailer is solely responsible for resolving any disputes or complaints of its customers, whether or not those disputes or complaints are related to the Program or Reward, or otherwise.

## **7. Termination.**

Either the Participating Retailer or Program Implementer may terminate this Agreement, and Participating Retailer's continued participation in the Program, for any reason, with or without cause, upon thirty days' written notice to the other party; *provided, however*, any such termination by the Program Implementer will take effect immediately if Program Implementer reasonably believes that Participating Retailer has provided inaccurate, false, misleading, and/or fraudulent information to Program Implementer or if the Participating Retailer breaches the terms of this Agreement. Any Claims that have been submitted by Participating Retailer to Program Implementer prior to such termination will continue to be processed pursuant to the terms and conditions of the Program Guide. This provision will survive the termination of the Program Documents.

## **8. Data Collection, Use, and Security.**

Under the Program, the Program Administrator is a Business (or a similar designation) with regard to any Personal Information, and Program Implementer is a Service Provider of the Program Administrator. Participating Retailer is a Service Provider of the Program Implementer. **Participating Retailer will not take any action or fail to take any action that would result in the Program Implementer or the Participating Retailer not being a Service Provider under the Data Protection Laws.**

**Participating Retailer may Process Personal Information only to perform services on behalf of the Program Implementer as part of the Program.** Participating Retailer shall not Process Personal Information other than as necessary for the performance of services under the Program unless Processing is required by Data Protection Laws to which Participating Retailer is subject, in which case Participating Retailer shall, to the extent permitted by Data Protection Laws, inform Program Implementer of that legal requirement before Processing Personal Information. Program Implementer will notify Participating Retailer of any changes in, or revocation of, the permission to use, disclose, or otherwise process Personal Information to the extent that such changes may affect Participating Retailer's use, disclosure, or other processing of Personal Information. **Participating Retailer shall notify Program Implementer within 5 calendar days if it receives a request from a Consumer under any Data Protection Laws in respect to Personal Information.**

**Participating Retailer agrees to seek consent from each Consumer to allow Program Implementer to provide Personal Information to Program Administrator and/or any Participating EDU for the Consumer to receive marketing materials and surveys relating to the Program.**

Participating Retailer and any affiliates of Participating Retailer shall take industry-standard steps to (a) ensure that individuals who Process Personal Information are subject to obligations of confidentiality and (b) employ appropriate technical and operational security controls for the protection of Personal Information commensurate with risks to the Personal Information. In the event of a Personal Information Breach, Participating Retailer will notify Program Implementer without undue delay after becoming aware of the Personal Information Breach. Such notification may be delivered to an email address provided by Program Implementer or by direct communication (for example, by phone call or an in-person meeting).

Unless otherwise required by applicable Data Protection Laws or necessary for the administration of the Program, following termination or expiration of the Agreement, Participating Retailer shall delete or otherwise destroy all Personal Information. Any obligation imposed on Participating Retailer in relation to the Processing of Personal Information shall survive any termination or expiration of this Agreement.

**9. Integration; Entire Agreement; Conflicting Terms; No Joint Venture.**

This Agreement supersedes and replaces any previous agreements between Participating Retailer and Program Implementer relating to the matters covered by this Agreement. The Program Documents are hereby incorporated into this Agreement and constitute the entire understanding and agreement of the parties as to the matters set forth therein. To the extent there is a conflict between this Agreement and the other Program Documents, the terms of the current Program Guide published on the Program Website shall supersede any such conflicting provision. The Agreement does not create a joint venture, partnership, agency, or any other relationship between or among the Program Implementer and the Program Administrator, on the one hand, and Participating Retailer, on the other hand.

**10. Successors; Assignment.**

The rights, options, powers, and remedies granted in the Agreement (including the Program Documents, which are incorporated by reference) will extend to Program Implementer and Program Administrator and to each of their respective successors and assigns and will be binding upon Participating Retailer and its permitted successors and assigns. Participating Retailer may not assign or transfer any of its rights or obligations under any Program Document without the prior written consent of Program Implementer.

**11. Governing Law.**

The Program Documents shall be governed by the laws of the State of California, without reference to its conflicts of law principles.

## **12. JURY TRIAL WAIVER.**

**EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THE PROGRAM DOCUMENTS OR ANY MATTERS RELATED TO THE PROGRAM DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.**

## **13. Electronic Signatures and Copies.**

This 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 limitation as set forth at CA Civil Code Section 1633.1 et seq.).

[Signature Page Follows]



**BY SIGNING BELOW, PARTICIPATING RETAILER, THROUGH ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES AND ACCEPTS THE TERMS OF THIS AGREEMENT AND THE TERMS, CONDITIONS, AND REQUIREMENTS OF THE OTHER PROGRAM DOCUMENTS.**

Participating Retailer Name: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Participating Retailer Representative signature

Print Name of Authorized Participating Retailer Representative:  
\_\_\_\_\_

Date: \_\_\_\_\_