



BUSINESS EV CHARGING REBATE TERMS AND CONDITIONS

These terms and conditions are only valid for installation or service completed on or after March 15, 2022.

REBATE OVERVIEW: The Business EV Charging Rebate (the "Rebate") offered by Evergy ("Evergy") provides rebates to Evergy's non-residential customers in the State of Kansas (the "Customer(s)") who install L2 Ports and DCFC Units on their property to accommodate EV charging. This Rebate is only valid for applications related to installation of L2 Ports and DCFC Units received until the earlier of the date that funding is exhausted for the incentive or March 14, 2027, and is subject to the terms and conditions contained herein.

DEFINITIONS: For the purposes of this Rebate, the following terms when capitalized shall have the meanings set forth below: (1) "Affiliate Entity" means any entities that directly or indirectly control, are controlled by, or are under common control with other entities, with "control" meaning the possession, directly or indirectly, of the power to direct management and policies, whether through the ownership of voting securities (if applicable) or by contract or otherwise; (2) "Direct Current Fast Charging (DCFC)" means a level of electric vehicle charging that supplies power (50-350 kW) at DC voltage (0-500 or 1,000 V) through CCS Combo and/or CHAdeMO connectors, commonly provided by an EVSE with three phase 480 V (AC) input; (3) "Electric Vehicle Supply Equipment (EVSE)" means equipment that communicates with and supplies electric power to the EV and may be referred to as the "charger" which may be a permanently mounted device or a plug-connected cord-set provided by the vehicle manufacturer; (4) "Electric Vehicle (EV)" means the collective term used for battery electric vehicles and plug-in hybrid electric vehicles; (5) "Fleet" means a non-residential site intended to provide vehicle charging service to two or more fleet vehicles of the business that occupies the site, but not to employees or the general public, that provides commercial transportation of people and/or materials for a business; (6) "Highway Corridor" means a non-residential site intended to provide EV charging service within 1 mile of the intersection along interstate highways, state highways or other thoroughfares that connect and provide long-distance travel between population centers located at or immediately adjacent to land uses with publicly accessible restrooms, and appropriate lighting; (7) "Level 2 (L2)" means a level of EV charging that supplies charging power (3.8-19.2 kW) at 208 or 240V alternating current through an SAE Standard J1772 connector, which is commonly accomplished with a permanently mounted EVSE though some manufacturer-provided cord-sets are 240V compatible; (8) "Make-Ready Infrastructure" means Customer-side facilities between the utility meter and EVSE required to install new EV charging equipment; (9) "Multifamily" means a residential development with multiple leased or owned dwelling units intended to provide charging service to tenants and visitors, but not to the general public; (10) "Network Service Provider" means one of the EVSE, DCFC, and/or L2 manufacturers identified by Evergy as sole providers of EVSE, DCFC, and/or L2 equipment required to be used to receive a Rebate; (11) "Port" means EVSE cables and connector that connect to the standard charging inlet in an EV and may be referred to as "Dual-Port EVSE" when it has two sets of cables and can charge two EVs simultaneously; (12) "Public" means a site that is available to the general public or the customers of an establishment that is open to the general public, including but not limited to government facilities, libraries, parks, retail establishments, and restaurants; (13) "Qualified EVSE" means EVSE that meet Evergy requirements and have been approved by Evergy; (14) "Site" means the property on which the EVSE will be installed; (15) "Site Host" means the business entity participating in the Business EV Charging Rebate program that owns, operates, and maintains the EVSE and the customer of record for Evergy that will be responsible for paying the corresponding electric bill (also, the Customer); and (16) "Workplace" means a non-residential site intended to provide vehicle charging service to employees or visitors of the business that occupies the site, but typically not to the general public.

APPLICATION: Customers must request a Rebate by submitting an application online through the Evergy website (www.evergy.com). Customers must comply with the application instructions and agree to the terms and conditions contained herein. Projects must be preapproved by Evergy before the project start date to be eligible for a Rebate. Upon completion of the project, Customer must provide proof of equipment purchase from Evergy's Qualified EVSE list, applicable paid invoices for installation and network services with detailed costs and dates, and any additional information required by Evergy. Evergy will not be responsible for lost documentation pertaining to an application request. This Rebate only applies to (1) L2 Ports and DCFC Units installed on or after March 15, 2022, and (2) final applications received prior to March 14, 2027, provided such project is later completed. A Customer with multiple sites must submit an application for each site. By applying for the Rebate, the applicant agrees that the project may be subject to on-site

inspections by Evergy. Details of this Rebate, including Rebate levels, are subject to change or cancellation without prior notice. Please check www.evergy.com for updates.

ELIGIBILITY: Funds available for Rebates are limited. This Rebate is valid for Customers in the Evergy Kansas Central and Evergy Kansas Metro territories on a first-come, first-served basis. To be eligible to participate in the Rebate, Customers must be a non-residential customer of Evergy being served under any commercial rate schedule that is not in collections or subject to an active payment agreement. Customers must have the right to install, own, operate, and maintain EVSE on the site, which must be within the previously identified Evergy territories. Customer must agree to install, own, and operate new, qualified EVSE at Highway Corridor, Public, Workplace, Fleet or Multifamily sites and maintain the respective EVSE in good working order at the site at Customer's expense for at least five years after installation. The application must be submitted by the Customer through the Evergy website. Rebates must be claimed within six months of the date of EVSE installation.

REBATE INFORMATION: Subject to the terms and conditions set forth in this agreement, qualified L2 EVSE are eligible for a flat rebate of \$2,500 per port (minimum of 2 ports) and qualified DCFC EVSE are eligible for a rebate of \$20,000 per unit. Notwithstanding the limits on incentives at each Site, a single affiliate entity may not receive total incentives under this Rebate program of more than \$500,000. The following represents the maximum number of qualified EVSE ports at each site:

Category	L2 Ports	DCFC Units	Maximum per Site
Highway Corridor*	2	2	\$45,000
Public	6	2	\$55,000
Fleet	10	2	\$65,000
Workplace	10	0	\$25,000
Multifamily	10	0	\$25,000

*A minimum of two DCFC units are required.

TERMS AND CONDITIONS: The following terms and conditions apply to the Rebate:

1. Site Host understands the eligibility requirements set forth in this document, agrees to provide all required documents in the application process, and represents and warrants that the information submitted is true, complete and accurate.
2. Site Host represents and warrants that it has the right to install, own, operate, and maintain charging equipment on the Site. Without limiting the foregoing, if the Site Host does not have fee simple ownership of the Site, they shall obtain any required approvals from the property owner, landlord, and/or corporate offices to install EVSE on the Site and provide written evidence of such approvals to Evergy upon Evergy's request.
3. If a property with EVSE(s) installed under this Rebate program changes ownership, leaseholdship or management, participation in this Rebate program can be assumed by the new owner, lessee or manager that is willing to meet the requirements set forth in this document. In the event the new owner, lessee or manager does not continue participation in this Rebate program, Evergy reserves the right to pursue reimbursement of the Rebate if Customer violates the terms of these terms and conditions.
4. Site Host authorizes the Network Service Provider to share the charging station utilization data with Evergy for the greater of (a) the duration of this Rebate program or (b) five years following the installation of the EVSE at issue. Such data will not include any personally identifiable information.
5. Site Hosts installing L2 equipment agree to participate in future potential demand response events.
6. Site Host agrees to provide advance notice and establish any necessary electric service orders with Evergy for the scheduling and installation of distribution system upgrades for the EV service connection to include the primary conductors, transformer, CTS, meter, and any system work outside of the Site that will continue to be owned and operated by Evergy.
7. Site Host is responsible for the Make Ready Infrastructure, including secondary conduit and cable, meter enclosure and the transformer pad.
8. Site Host will identify and contract with a licensed electrician to perform any Make Ready Infrastructure upgrades required.
9. Any decisions regarding the selection, design, purchase/lease, use, and operation of any program eligible EVSE and the electric contractor performing the work shall be at

the sole discretion, and are the sole responsibility of, the Site Host.

10. Site Host and/or its licensed electrician will obtain all necessary approvals, permits, and licenses for the installation and operation of the EVSE and for any Make Ready Infrastructure upgrades.
11. Site Hosts agree to install EVSE in compliance with all federal, state, and local laws and codes, and to follow all applicable electric codes and standards.
12. Site Hosts must allow access to the charging stations at all times to all intended users (e.g., Highway Corridor and Public Sites must be made available to all drivers; Workplace Sites must be made available to employees; Fleet Sites must be made available to the fleet drivers; and Multifamily Site Hosts must allow tenants to have access to the charging stations).
13. Site Hosts must commit to a dedicated parking space for each L2 charger port and 1 parking space per DCFC in well lit, safe, accessible locations.
14. Site Host agrees to maintain the EVSE and keep it in good working order at Site Host's expense for the greater of (a) the duration of this Rebate program or (b) five years following the installation of the EVSE at issue.
15. Site Host agrees to register the EV charging station with the Network Service Provider for the greater of (a) the duration of this Rebate program or (b) five years following the installation of the EVSE at issue. Participants will be responsible for payment of all costs and charges associated with such services
16. Site Host will notify Evergy of any vandalism or user-caused damage to the EVSE.
17. Site Host will pay the electricity costs for the EVSE under its selected customer rate.
18. In the event Site Host charges for EV charging services, such charges must clearly display pricing and disclose said charges at the point of sale.
19. Site Host will ensure a customer support service support number is present on or in close proximity to the EVSE.
20. Site Host agrees to participate in Evergy surveys related to Site Host's experience with the Rebate, charging stations, EV drivers, and other related topics.
21. In the event Site Host decides to remove the EVSE, Site Host understands and agrees it is obligated to properly remove and dispose of, recycle, or de-energize the EVSE in accordance with all applicable laws and regulations and such efforts are taken at Site Host's sole expense.
22. Evergy makes no representations or warranties regarding whether Site Host will or will not qualify to receive a Rebate.
23. The Rebate amount are subject to change at any time. Evergy reserves the right to recoup the Rebate on a prorated basis in the event Site Host breaches any provision in this document.

PAYMENT: Please allow up to 60 days for processing. Payment processing may be delayed if required W-9 or other documentation or information on the application is incomplete or missing. Please call us at 816-897-7562 if you have any questions about your Rebate.

TAX LIABILITY: Evergy will not be responsible for any tax liability that may be imposed on the Customer as a result of the payment of a Rebate. Please contact your tax adviser for more information.

LIABILITY WAIVER: By executing this application, the Customer voluntarily agrees not to hold Evergy, Rebate administrator or any of their affiliates, directors, officers, employees, agents or contractors liable for any illness or injury. Customer further agrees not to engage in any inappropriate actions or otherwise endanger the safety or health of same.

PERMISSION TO USE DATA: Customers participating in this Rebate grant Evergy the unrestricted right to access and use all data gathered and any information provided in the application for use internally by Evergy in ordinary business use, by a third-party rebate

administrator of Evergy's Rebate program, regulatory reporting to the Kansas Corporation Commission and other third parties as deemed appropriate by Evergy and consistent with its data privacy rules. Publicly reported data will be made available on an aggregated, non-personally identifiable basis.

LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT REGARDLESS OF THE LEGAL THEORY ASSERTED (INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, NEGLIGENCE OR TORT), THE LIABILITY OF EVERGY OR REBATE ADMINISTRATOR RESULTING FROM THE REBATE OR ANY PARTY ASSERTING CLAIMS ON BEHALF OF OR IN THE NAME OF CUSTOMER WILL NOT EXCEED COLLECTIVELY AND IN THE AGGREGATE, FOR ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES OR EXPENSES, THE VALUE OF THE REBATE RECEIVED BY THE CUSTOMER. FURTHER, IN NO EVENT WILL EVERGY OR REBATE ADMINISTRATOR BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PARTICIPATION IN THE REBATE. EVERGY RESERVES THE RIGHT TO NOT PAY ANY REBATE IF THE APPLICATION FORM AND ALL REQUIRED ADDITIONAL INFORMATION ARE NOT COMPLETE AND ACCURATE.

WARRANTIES: EVERGY DOES NOT WARRANT THE PROPER COMPLETION OF WORK OR PERFORMANCE OF INSTALLED PRODUCTS, EXPRESSLY OR IMPLICITLY. EVERGY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE EVSE PROVIDED BY ANY VENDOR OR MANUFACTURER. EVERGY MAKES NO PROMISE OR GUARANTEE THAT THE EVSE WILL RESULT IN ENERGY COST SAVINGS. EVERGY AND THE REBATE ADMINISTRATOR PROVIDE NO WARRANTIES REGARDING SAFETY, HEALTH OR WELL-BEING.

PROPERTY RIGHTS: Customer represents that he/she has the right to complete and/or install the EVSE on the Site on which those measures were completed and/or installed and that any required consents to permit construction of the EVSE to be performed on Site, as the case may be, have been obtained by Customer.

TENANT'S CERTIFICATION: Customer who rents and does not own the property on which the L2 Ports or DCFC Units will be installed hereby certifies that it/he/she has received consent from the landlord for the installation of said L2 Ports or DCFC Units. To the extent Customer has not received proper consent from the landlord, as applicable under the terms of this provision, Customer agrees to indemnify, defend and hold harmless Evergy from any claims, losses, damages, liabilities or expenses incurred by Evergy as a result of Customer's failure to obtain such consent.

CUSTOMER'S CERTIFICATION: Customer certifies that it/he/she has purchased and installed the products/materials listed on the application at the defined location. Customer agrees that all information is true and that it/he/she has conformed to all Rebate and product requirements listed.

RIGHT TO REFUSE: It is the sole discretion of Evergy to refuse service or end the Rebate when confronted by a Customer acting inappropriately or when facing a situation deemed potentially unsafe or harmful to health or well-being. "Inappropriate" includes but is not limited to the following: unreasonable demands for service, personally threatening or offensive language, threatening or erratic behavior and inappropriate personal conduct. Evergy reserves the right to exclude any premises, or vicinity therein, deemed by the Evergy to be potentially unsafe or harmful.

USE OF EMAIL ADDRESS: Customer acknowledges and agrees that Evergy or its Rebate administrator may contact Customers via email in connection with the Rebate, or with messages about Evergy's EV programs and for other non-regulated and regulated programs and offers.