



DEVELOPER EV CHARGING REBATE TERMS AND CONDITIONS

These terms and conditions are only valid for installation or service completed on or after April 1, 2022.

REBATE OVERVIEW: The Developer EV Charging Rebate (the "Rebate") offered by Evergy ("Evergy") provides rebates of \$250 to builders and developers in the State of Missouri (the "Eligible Entity") who have installed a qualifying EV Outlet in new residential buildings or developments to accommodate L2 home charging. This Rebate is only valid for EV Outlets installed on or after April 1, 2022, 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) "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; (2) "EV" means the collective term used for battery electric vehicles and plug-in hybrid electric vehicles; (3) "EV Outlet" means a dedicated 240V, 40 amp or greater, circuit, including a NEMA 14-50 outlet intended for Level 2 charging; (4) "Home Charging" means EVSE that is located at a residential dwelling, typically mounted in a garage, intended to provide EV charging service for the homeowner or renter; and (5) "Level 2" or "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.

APPLICATION: Upon installation of a qualifying EV Outlet, the Eligible Entity may submit applications for Rebate consideration. The Eligible Entity must request a Rebate by submitting an application through the Evergy website (www.evergy.com). The application must contain any required documentation as set forth in these terms and conditions. Evergy will not be responsible for lost documentation pertaining to an application request. A maximum of one Rebate is allowed for each qualifying residence built by the Eligible Entity. This Rebate only applies to EV Outlets installed on or after April 1, 2022. Details of this Rebate, including Rebate levels, are subject to change or cancellation without prior notice. The application, with required documentation, will be accepted until the earlier of the date that funding is exhausted for the incentive or March 31, 2027. Rebates must be claimed within six (6) months of date of installation or no later than March 31, 2027. Please check www.evergy.com for updates.

ELIGIBILITY: Funds available for Rebates are limited. This Rebate is valid for Eligible Entities in the Evergy Missouri Metro and Evergy Missouri West territories on a first-come, first-served basis. To be eligible to participate in the Rebate, Eligible Entities must agree to the terms & conditions contained herein. In order to qualify for the Rebate, an EV Outlet must be installed by a certified electrician in a location where it can be used for EV charging. The application must be submitted by the Eligible Entity through the Evergy website.

REBATE INFORMATION: Subject to the terms and conditions contained herein, Eligible Entities are eligible to receive a Rebate of \$250 for incurred installation and material cost for EV Outlets installed in

a single family, duplex, or fourplex residence or other such residence with an attached garage (each, a "Residence"). The Eligible Entity may only claim one Rebate per Residence. For avoidance of doubt, a single-family residence may be eligible for one rebate while a fourplex residence may be eligible for up to four rebates.

TERMS AND CONDITIONS: The Eligible Entity represents and warrants that it has the right to install an EV at the Residence. Any decisions regarding the selection, design and use of an electric contractor performing the work shall be at the sole discretion, and are the sole responsibility, of the Eligible Entity. The Eligible Entity will obtain, or cause to be obtained, all necessary approvals, permits, and licenses for the installation of an EV Outlet. The Eligible Entity agrees to install the EV Outlet in compliance with all federal, state, and local laws and codes, and to follow all applicable electric codes and standards. The Eligible Entity must apply a sticker on or above the EV outlet to identify use specifically for EV charging. By applying for the Rebate, the applicant agrees that the project may be subject to on-site inspections by Evergy. Except as otherwise stated herein, Evergy makes no representations or warranties regarding whether the Eligible Entity will or will not qualify to receive the Rebate. The Rebate amount and availability are subject to change at any time. Evergy reserves the right to recover the Rebate amount on a prorated basis in the event of the Eligible Entity's breach of these Terms and Conditions. The Eligible Entity will not qualify to receive the Rebate if local codes already require EV charging capabilities to be installed in new Residences.

REQUIRED DOCUMENTATION: The Eligible Entity must provide each of the following in its application: (1) a paid invoice itemizing the installation and materials used in installing a qualifying EV Outlet to include all costs, date of installation, installation address and type of EV Outlet installed; (2) proof that the EV Outlet was installed by a certified electrician; and (3) any additional information required by Evergy.

PAYMENT: Please allow up to eight weeks for processing. Payment processing may be delayed if required documentation or information on the application is incomplete or missing. Please contact us at EVadvisor@evergy.com 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 Eligible Entity as a result of the payment of a Rebate. Please contact your tax adviser for more information.

NO ENDORSEMENT: Evergy does not endorse any particular manufacturer, product, or electrician in promoting this Rebate.

LIABILITY WAIVER: By executing this application, the Eligible Entity 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. The Eligible Entity further agrees not to engage in any inappropriate actions or otherwise endanger the safety or health of same.

LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ELIGIBLE ENTITY 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 THE ELIGIBLE ENTITY WILL NOT EXCEED COLLECTIVELY AND IN THE AGGREGATE, FOR ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES OR EXPENSES, THE VALUE OF THE REBATE RECEIVED BY THE ELIGIBLE ENTITY. 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 EV OUTLET PROVIDED BY ANY VENDOR OR MANUFACTURER. EVERGY MAKES NO PROMISE OR GUARANTEE THAT THE EV OUTLET WILL

RESULT IN ENERGY COST SAVINGS. EVERGY AND THE REBATE ADMINISTRATOR PROVIDE NO WARRANTIES REGARDING SAFETY, HEALTH OR WELL-BEING.

PROPERTY RIGHTS: The Eligible Entity represents that it has the right to complete and/or install the EV Outlet on the property on which those measures were completed and/or installed and that any required consents to permit the installation of an EV Outlet to be performed at a Residence, as the case may be, have been obtained by the Eligible Entity.

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

RIGHT TO REFUSE: It is the sole discretion of Evergy to end the Rebate when confronted by an Eligible Entity 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: The Eligible Entity acknowledges and agrees that Evergy or its Rebate administrator may contact the Eligible Entity 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.