

Electric Vehicle Charger Prep Credit Program

Terms and Conditions

1. Program Details

Duke Energy Carolinas, LLC's and Duke Energy Progress, LLC's ("**Duke**") Electric Vehicle Charger Prep Credit Program (the "**Program**") is available to eligible Duke electric customers to support the adoption of electric vehicles ("**EVs**") and EV charging by customers through credits that defray a portion of EV "make-ready" expenses subject to these terms and conditions (the "**Terms and Conditions**"). This Program is available on a voluntary basis to reduce the costs of installation at customer's home of Infrastructure (defined below) installed on or after May 19, 2022, that supports Level 2 or higher EV charging stations. Duke will not own the Infrastructure.

The following capitalized terms have the meanings defined below:

"**Charger Prep Expenses**" mean the participant's actual out-of-pocket cost of the Infrastructure and installation thereof.

"**Electric Vehicle Supply Equipment**" or "**EVSE**" means EV supply equipment that directly supplies energy to an EV, including a charger, charging pedestal, and plug that insert into an EV.

"**Infrastructure**" means the wiring and other infrastructure upgrades required to enable customer to then install EVSE, provided, however, that "**Infrastructure**" shall not include any EVSE.

Under the Program, customers may receive revenue credits for Charger Prep Expenses ("**Credits**") either via (i) a reduction in the price charged to such customer by a contractor that has been approved by Duke ("**Contractor Credit Option**") or through a direct application for Credits submitted to Duke by customer after the customer has already installed Infrastructure on the applicable premises ("**Customer Credit Option**").

Customer shall not be guaranteed to be able to participate in the Program or receive any Credits until Duke has actually disbursed the Credits to customer or the applicable contractor.

Additional Program details can be found on Duke's website at duke-energy.com/home/products/ev-complete/charger-prep-credit ("**Duke's Website**").

2. Eligibility

Credits are available to residential Duke customers who:

- have an active Duke account that receives electric service from Duke;
- own a single-family home or a townhome;
- and own or lease an EV registered with the North Carolina Department of Motor Vehicles.

3. Program Process

To be accepted into the Program, customer shall apply to the Program pursuant to the steps below.

Step 1: Applying to the Program

- for the Contractor Credit Option, a customer must:
 - apply to the Program directly on Duke's Website and agree to be bound by these Terms and Conditions via submission of customer's application;
 - select a contractor that has been approved by Duke for the Program, listed on Duke's Website; and
 - provide evidence via the portal accessible at Duke's Website that customer owns or leases an EV registered with the North Carolina Department of Motor Vehicles.
- for the Customer Credit Option, a customer must:
 - apply to the Program directly on Duke's Website and agree to be bound by these Terms and Conditions via submission of customer's application;
 - submit the following via the portal accessible on Duke's Website: (i) detailed invoice(s) from a licensed electrician (or a business employing a licensed electrician) for the installation of the Infrastructure, which such invoice includes separate line items for labor and materials and contractor's name, address, and telephone number; (ii) a copy of an approved permit from a municipal or local permitting authority for the installation of the Infrastructure; (iii) a summary of any grant funding received for the Infrastructure; and (iv) evidence that customer owns or leases an EV registered with the North Carolina Department of Motor Vehicles.

Step 2: Acceptance into the Program

Once Duke has received a customer's complete application, Duke will review the materials provided by customer and may request additional information or documents that Duke reasonably requires to determine a customer's eligibility to participate in the Program or confirm the accuracy of the information provided. Once Duke's review of the customer's application is complete, Duke will send customer an email accepting (or declining) customer's application to the Program. If the customer is accepted and the customer applies for the Customer Credit Option, such email will specify the value of the Credits that will be provided to the customer. The Credits provided to any customer shall not exceed the sum of the Infrastructure costs stated in invoice(s) submitted to Duke after subtracting the amount of any third-party grant funding received or to be received by customer. The date of Duke's email to customer accepting customer's application to the Program shall be considered such customer's "***Enrollment Date***".

Step 3: Credits Payments

Duke shall use commercially reasonable efforts to pay the Credits to the customer's selected contractor under the Contractor Credit Option or to the customer under the Customer Credit Option within thirty (30) calendar days after customer's Enrollment Date.

4. Program Rules and Requirements

Customer hereby represents that he/she/they is/are eligible for the Program, in accordance with Section 2 of this Agreement.

By submitting its application to the Program and thereby agreeing to these Terms and Conditions, applicant agrees to:

- comply with these Terms and Conditions;
- install a Level 2 EVSE (as further defined on Duke's Website) at customer's residence, promptly after the installation of the customer's Infrastructure, that relies on the Infrastructure and features at least one charging plug;
- obtain all permits required for the installation of the Infrastructure, including any permits from a municipal or local permitting authority, and pay for the fees related to such permits;
- check with state, county or city governments and homeowner's associations (if any) regarding any applicable codes, conditions, ordinances, restrictions, rules and regulations and adhere to all laws, rules, and regulations related to the installation of the Infrastructure and the purchase and use of customer's EVSE;
- pay any tax liability imposed as a result of the Credits, if any, and not hold Duke responsible for any taxes imposed on customer as a result of the Credits, if any;
- pay for any electricity consumed by the EVSE and the EV(s) connected to the Infrastructure, which is to be billed under customer's selection of rate schedule and other riders, if applicable; and
- cooperate with Duke and provide Duke with additional information or documents, that Duke reasonably requires to determine customer's eligibility to participate in the Program or confirm the accuracy of the information provided.

By submitting its application to the Program and thereby agreeing to these Terms and Conditions, applicant hereby further acknowledges and agrees that:

- Duke and its representatives may, with reasonable advance notice, access customer's site to verify compliance with the terms of this Program, including the installation of the Infrastructure and EVSE;

- Duke reserves the right to refuse acceptance of participants at its sole discretion based on these Terms and Conditions;
- these Terms and Conditions and the Credit amounts are subject to change or cancellation at any time prior to payment to customer (or the applicable contractor in the Contractor Credit Option);
- Duke has the right to install, at Duke's own expense, metering and load research devices as it deems appropriate to collect data about the usage characteristics of the EVSE;
- any information provided in this application may be used internally by Duke for purposes other than processing the application and may be made available to the applicable public utility commission ("**Commission**") or other regulatory agencies or courts of competent jurisdiction; and all personal information will be handled in accordance with applicable laws, Commission rules and regulations, and Duke's then current privacy policies;
- customer authorizes Duke to call or send written or email messages to customer regarding customer's application; and customer further (i) acknowledges that customer is the authorized user of the email address provided in customer's application; and (ii) grants Duke express permission to send emails related to the application to that email address until such permission is expressly revoked by customer; and
- if applying for the Contractor Credit Option, contractor is responsible for: (i) contacting Duke to determine the customer's Credits and (ii) including the Credits in the price quoted and charged to customer for the installation of the Infrastructure.

Applications to the Program must be completed by customer and received by Duke with all required information as required in the application within one hundred and twenty (120) days following the later of (i) the date on the most recent invoice included in the application; or (ii) the date of customer's registration of its leased or owned EV with the North Carolina Department of Motor Vehicles. Incomplete applications will be rejected and returned.

By submitting the application, Customer certifies that the information provided in the application is true and correct, and Customer understands that if any of the information provided is discovered to be false, Customer agrees to pay back any Credits paid by Duke. Customer acknowledges that it may be subject to other penalties, as permitted by law.

5. Disclaimer of Warranties and Limitation of Liabilities

Duke does not warrant, endorse or assume liability for the quality, performance or safety of the applicant-selected contractor and/or retailer or wholesaler, or any contractor listed on Duke's Website. Performance of any product or services and acceptance of labor and materials used are solely the customer's responsibility. Duke does not endorse any particular installer, contractor or electrician by offering this Program.

Customer acknowledges that neither Duke nor any of its affiliates and their respective employees, consultants, contractors, or agents (i) are responsible for assuring that the installation of the Infrastructure complies with any particular laws, codes, or industry standards, or (ii) have made any representations of any kind regarding the contractor or any labor provided by the contractor who works on the Infrastructure, including, but not limited to, qualifications, performance, fitness for use, or safety.

Duke does not expressly or implicitly warrant the performance or quality of the installation services, or any equipment, asset or vehicle purchased by customer. Duke is not liable for any damage caused by the operation or malfunction of the Infrastructure, or any EVSE or EV connected to such Infrastructure.

Any decisions regarding the selection, design, purchase, use and operation of any equipment (including the EVSE), EV, contractor, electrician, or installer shall be at the sole discretion and are the sole responsibility of customer.

Customer agrees to release and hold harmless Duke, its affiliates and their officers, directors, shareholders, employees and contractors from and against any and all causes of action, damages, losses, claims, expenses, demands, costs (including attorneys' fees and expenses and all court, arbitration or other dispute resolution costs), or any of them, resulting from, arising out of, or in any way directly connected with this Program, customer's receipt of the Credits, a failure to receive the Credits, or any taxes associated therewith.

Duke makes no representations or warranties regarding whether any customer will or will not qualify to receive the Credits.

6. Help with Program Application or for Additional Information

Customers interested in the Program or who need assistance completing the Program application can contact Chargerprepcredit@duke-energy.com.