

ZERO EMISSION VEHICLE INFRASTRUCTURE PROGRAM TERMS AND CONDITIONS

The Zero Emission Vehicle Infrastructure Program ("ZEVIP FLEETS") is delivered by Scout Environmental Inc. ("Scout Environmental") and funded by Her Majesty the Queen in Right of Canada, represented by the Minister of Natural Resources ("NRCan" and collectively with Scout Environmental, the "Program Operators"). Parties who submit an eligible ZEVIP FLEETS Application ("Participant") and install and operate a Charging Station(s) at their Project Sites in accordance with the terms and conditions contained in this agreement (the "Participant Agreement") may be eligible to receive an Incentive under the ZEVIP FLEETS.

1. DEFINITIONS.

- (a) **Application:** is defined as the Participant's submission of this Participant Agreement, the requisite intake form, and any other information or documents that the Program Operators may request from time to time, which requests an Incentive from the ZEVIP FLEETS.
- (b) **Charging Connector:** is defined as the plug on the power cord that connects the supply device to the charging outlets on the Zero Emission Vehicle.
- (c) **Charging Station:** is defined as a commercially available and certified for use in Canada, device or infrastructure used to provide electricity to an electric vehicle for the purpose of charging a Zero Emission Vehicle's onboard battery.
- (d) **Connected EV Chargers:** are defined as having the ability to communicate to other stations and/or to a server or the cloud through cellular/wireless signal or connected vehicle communications using software to report on usage and/or other capabilities such as providing real-time status of Charging Stations.
- (e) **Eligible Expenditures:** are defined as any expenditures properly incurred by the Participant within the Eligibility Period, and further defined in Section 4.
- (f) **Eligibility Period:** is defined as the time period beginning on the date that the Participant is Pre-Approved and ending the earlier of: (i) the Project Completion Date; or (ii) March 31, 2025.
- (g) **Incentive:** is defined as funding for an Eligible Expenditure that has been approved by Scout Environmental in accordance with this Participant Agreement.
- (h) **Light-Duty Fleet Vehicles:** is defined as a vehicle having a gross vehicle weight rating of less than or equal to 3,856 kg. Light-duty fleet vehicles are owned or leased by an organization and used in support of organizational or business operations and activities. Light-duty vehicle fleets are composed of multiple vehicles and are managed by common ownership. Examples of light-duty vehicle fleets include, without limitation, a fleet of taxis, car rentals, municipal vehicles, car sharing, etc.
- (i) **Pre-Approval or Pre-Approved:** is defined as an application that has been accepted by Scout Environmental.
- (j) **Project:** is defined as the activities involved in installing a Charging Station as described in the Application.
- (k) **Project Completion Date:** is defined as the day on which the Participant notifies Scout Environmental that the Charging Station has been completely installed, which shall be no later than: one (1) year from the date of Pre-Approval, or March 31, 2025.

- (l) **Sites:** is defined as the Project location(s) of the Project listed on the first page of this Participant Agreement.
- (m) **Total Government Funding:** is defined as cash contributions provided by the federal government and other contributions from the provincial/territorial and municipal governments toward the Project's total costs.
- (n) **Workplace:** is defined as a location where employees perform duties related to a job. Charging infrastructure must be primarily used by the employees.
- (o) **Zero Emission Vehicle:** is defined as a vehicle that can be driven without producing polluting exhaust, and include fully battery electric, plug-in hybrid electric, and hydrogen fuel cell electric vehicles.

2. ELIGIBILITY. To be eligible for an Incentive, a Participant must:

- (a) Be a legal entity, validly incorporated or registered federally or in any province of Canada **except Quebec or New Brunswick**
- (b) Be the registered legal owner of the Site, a tenant of the Site (with the property owner's express written consent), or have obtained the requisite authority of the land owner to access the Site, and comply with the terms and conditions herein, including the ability to install a Charging Station;
- (c) During the Eligibility Period install a Charging Station that:
 - (i) Is located in Canada.
 - (ii) Is located in a workplace, with the primary purpose for use by Light-Duty Fleet Vehicles.
 - (iii) Is a permanent installation (mounted or fixed models) of new equipment (not leased) purchased on or after April 1, 2023;
 - (iv) Is a new installation, or expansion of an existing installation (not for the replacement of an existing installation);
 - (v) Is a Connected EV Charger;
 - (vi) Is and continues to be in compliance with all applicable laws, regulations, local codes (for example, building and electrical) and bylaws (for example, zoning and parking);
 - (vii) Is commercially available and certified for use in Canada (for example, CSA, ULC, UL, Interlink);
 - (viii) Is either a Level 2 charger that has a SAE J1772 standard plug head or a proprietary connector type, a Direct Current Fast Charger that includes one or more of the following charging connector types: CHAdeMO, SAE J1772 Combo (CCS) or be a proprietary connector type, or another Charging Station approved by the Program Operators in their sole and absolute discretion; and
 - (ix) Has proprietary connector types representing a maximum of seventy-five percent (75%) of all charging connectors installed at the same Project location.

3. PARTICIPANT'S OBLIGATIONS.

- (a) The Participant represents and warrants that:
 - (i) It is duly constituted, validly existing and in good standing under the federal laws of Canada or under the laws of a province of Canada;
 - (ii) It has the necessary power, authority and capacity and good and sufficient right to submit this Participant Agreement and to enter into the ZEVIP FLEETS on the

terms and conditions set forth herein, to carry on its business, to hold property, and undertakes to take all necessary action to maintain itself in good standing, and preserve its legal capacity during the term of this Participation Agreement, and the execution and performance of the ZEVIP FLEETS will not conflict with, or constitute a breach under, any agreement to which it is a party or any judgment, order, statute or regulation which is applicable to the Participant;

- (iii) This Participant Agreement and the ZEVIP FLEETS constitutes a valid and binding obligation of the Participant, enforceable against the Participant and has been duly authorized to execute and deliver this Participation Agreement on its behalf;
 - (iv) It shall comply with all applicable laws, bylaws (including strata corporation bylaws), orders, ordinances, standards, codes and rules, requirements, licenses and permits of all lawful authorities (including the Electrical Safety Authority and the Conditions of Service of its Local Distribution Company), manufacturer's specifications; and, if applicable, the electric and/or gas authority having jurisdiction;
 - (v) It will provide proof, within one (90) days of Pre-Approval, that it has committed to proceed with its Project;
 - (vi) The Charging Station will be installed at the Project Site by the Project Completion Date;
 - (vii) It will choose Charging Stations that meet all ZEVIP FLEETS requirements, as determined by the Program Operators from time to time (including those contained herein)
 - (viii) It will choose contractors that: (i) have the sufficient capability to complete the Project, (ii) will complete work in a good, skillful, efficient and professional manner, (iii) comply with all applicable law, and (iv) meet all ZEVIP FLEETS requirements, as determined by the Program Operators from time to time (including those contained herein);
 - (ix) It is the Owner of the Project Site(s), or has obtained all required right and authority and consent(s) to install and operate the Charging Station; and
 - (x) All information contained in and submitted to the Program Operators under this Application the ZEVIP FLEETS is true, accurate and complete.
- (b) The Participant acknowledges and agrees that:
- (i) The Program Operators make no representations regarding manufacturers, dealers, contractors, material or workmanship and make no warranty whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use or application of the product (including the Charging Station, Charging Connector, and Zero Emission Vehicle);
 - (ii) It has independently assessed the risk of participating in the Project, and the risk of installing and operating the Charging Station at the Site, and accepts such risk and any associated liability thereto; and
 - (iii) The terms and conditions of this Participant Agreement and the ZEVIP FLEETS are subject to change at any time at the sole and absolute discretion of and without liability to the Program Operators.
- (c) The Participant covenants and agrees to immediately notify Scout Environmental in writing in the event that:
- (i) Project Completion is achieved;

- (ii) It has applied for and received, or is waiting to receive, an Incentive under this or another Zero Emission Vehicle Infrastructure Program for the same Charging Station hereunder, or another source of funding not previously identified at the time of signing this Participant Agreement; and
 - (iii) Any Site or Charging Station submitted under this Participant Agreement has been "designated project" or "project" carried out on federal land or outside Canada according to the Impact Assessment Act or the Canadian Environmental Assessment Act, 2012. The Participant further agrees that the Program Operators, at their sole discretion, may suspend payment of the Incentive and/or terminate the Participant Agreement should any Site or Charging Station submitted under this Participant Agreement becomes a "designated project" or "project" carried out on federal land or outside Canada according to the Impact Assessment Act or the Canadian Environmental Assessment Act, 2012.
- (d) The Participant agrees to provide all Project documentation and information that Scout Environmental requests within thirty (30) days following the completion of the Project, including but not limited to:
- (i) Photographs of each location and demonstration that the Charging Station is operational;
 - (ii) A detailed invoice listing all Eligible Expenditures related to the purchase and installation of the Charging Station;
 - (iii) Documents to support the Participant's request for an Incentive payment (including records, invoices, receipts, proof of payment, etc.); and
 - (iv) Any other documentation that the Program Operators require.

4. INCENTIVE AMOUNTS AND ELIGIBLE EXPENSES.

- (a) The portion of the Incentive for each Application shall be less than \$100,000.00, and limited to the following amounts:

Eligible Charging Station Type	Maximum funding per unit installed
Level 2 connectors (3.3 kw to 19.2 kW)	Up to 50% of total Eligible Expenditures of the Project, to a maximum of \$5,000.00 per connector.
Fast charger (20 kW to 49 kW)	Up to 50% of total Eligible Expenditures of the Project, to a maximum of \$15,000.00 per fast charger.
Fast charger (50 kW to 99kW)	Up to 50% of total Eligible Expenditures of the Project, to a maximum of \$50,000.00 per fast charger.
Fast charger (100 kW and above)	Up to 50% of total eligible expenditures of the Sub-Project, to a maximum of \$75,000 per fast charger

- (b) The Participant may submit the following as Eligible Expenditures:
- (i) Professional services, such as engineering, construction, installation and more;
 - (ii) Related equipment or infrastructure;
 - (iii) Rental fees or leasing costs;

- (iv) License fees and permits;
 - (v) Environmental Assessments
 - (vi) GST, PST and HST net of any tax rebate to which the recipient is entitled.
- (c) Notwithstanding anything contained in this Participant Agreement, the Participant's Total Government Funding shall not exceed Seventy Five percent (75%) of the total Project costs, except in the case where the Participant is a provincial, territorial, regional, or municipal government or their department or agency, in which case, the Total Government Funding shall not exceed one hundred percent (100%) of the total Project costs.
- (d) Incentives may be issued by cheque addressed to the Participant, or by e-transfer to the Participant, at the discretion of Scout Environmental. Scout Environmental is under no obligation to reissue a cheque or transfer returned as, or otherwise undeliverable or to replace a stale-dated cheque.
- (e) Processing of complete Applications may take up to one hundred and eighty (180) days, or more, from receipt of all required documents, subject to verification and Project Site visits.

5. NO LIABILITY.

- (a) The Program Operators do not endorse any specific product, retailer, or contractor, and are not liable for the Participant's selection of materials or products, or the workmanship, operation, performance or warranty associated with the Charging Station or associated work performed, whether by a contractor, or otherwise, in relation to the ZEVIP FLEETS. The Program Operators make no representation or warranty, whether express or implied, in respect of any product, materials, services or measures associated with the Charging Station installed in relation to the ZEVIP FLEETS. The Program Operators are not responsible whatsoever for the acts, omissions, recommendations or advice of any contractors engaged by a participant.
- (b) The Participant agrees that the Program Operators have no liability whatsoever concerning (i) the quality, safety and/or installation of the Charging Station, including their fitness for any purpose; (ii) the workmanship of any third party, (iii) the installation or use of the Charging Station, and (iv) any other matter with respect to the ZEVIP FLEETS. The Participant hereby waives any and all claims against the Program Operators and their respective parent companies, affiliates, shareholders, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of the Program Operators in connection with this Participant Agreement, the Project, the ZEVIP FLEETS, or for an Incentive.
- (c) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PROGRAM OPERATORS SHALL NOT BE LIABLE HEREUNDER FOR ANY TYPE OF DAMAGES WHETHER DIRECT OR INDIRECT INCIDENTAL, CONSEQUENTIAL EXEMPLARY, RELIANCE, PUNITIVE OR SPECIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING NEGLIGENCE OF ANY KIND.
- (d) The Participant hereby indemnify and save harmless the Program Operators and each of their respective shareholders, affiliates, directors, officers and employees, agents from any and all liability and all claims, losses, damages (including indirect and consequential damages), expenses, all economic loss, and proceedings for personal injury (including death) or property damage of any person relating to, or in connection with, resulting

from, or arising out of the ZEVIP FLEETS, including by reason of the actual or alleged implementation of any part of the ZEVIP FLEETS, the receipt of an Incentive, the install of the Charging Station installation or any other matter contemplated by the ZEVIP FLEETS or in connection to the Project.

6. INFORMATION, UPDATES, VERIFICATION, AUDITS, AND SITE VISITS.

- (a) The Participant agrees that it shall provide, upon request by the Program Operators, safe and clear access to the Project Site and any records for the purpose of verifying compliance with this Participant Agreement and the ZEVIP FLEETS. The Participant also agrees to participate in any surveys; study, audit, evaluations, or verification conducted by the Program Operators in connection with this Participant Agreement and the ZEVIP FLEETS.
- (b) The Participant would notify the Program Operators immediately if any information provided to the Program Operators changes, and the Program Operators may, in their sole discretion, recalculate the Incentive, terminate the Participant Agreement or demand repayment of any funds already disbursed to the Participant.
- (c) The Program Operators may, at their discretion, verify information provided by the Participant by directly contacting any party associated with the Charging Station, or by any other reasonable means. The Participant must respond to any request for information within thirty (30) days of receipt of notice, failing which the Participant Agreement may be terminated and/or Incentives forfeited, at the sole discretion of the Program Operators.
- (d) The Participant must retain copies of all documentation submitted to the Program Operators or be required to confirm or support Incentive eligibility for at least three (3) years following the receipt of the Incentive.
- (e) The Program Operators, or their representatives, may conduct Site visits to confirm eligibility, entitlement to Incentives, and any other relevant information, and to document and take pictures of the Project Site(s) and/or installed Charging Station. The Participant shall provide reasonable Site access upon signing this Participant Agreement and for a period continuing during the term of the Project and ending three (3) years following the later of the Eligibility Period and the termination of this Participation Agreement in accordance with its terms.

7. INTELLECTUAL PROPERTY

- (a) Any and all any intellectual property recognized by law, including any intellectual property right protected through legislation including governing patents, copyright, trademarks, and industrial designs (collectively "**Intellectual Property**") that arises in the course of a Project shall vest in Scout Environmental, or be licensed to Scout Environmental in the event that an Initial Recipient's subcontractor retains title to such Intellectual Property

8. CONFIDENTIALITY AND PRIVACY.

- (a) The Participant agrees to keep the terms and conditions of this Participant Agreement and its Application strictly confidential. For clarity, if the terms herein are disclosed to a third party, except for affiliates, lawyers, accountants, or as imposed by law, then the disclosing

party shall be considered in default of this Participant Agreement. In the event the Participant is required to disclose the terms or this Participation Agreement by law, it shall give the Program Operators prompt notice and details of the request for disclosure and allow the Program Operators to seek counsel on the requirement to disclose the confidential information. The obligations of confidentiality herein shall survive the termination or expiry of this Participant Agreement.

- (b) The Participant agrees that by submitting their Application, whether or not this Application is accepted, to consent to the collection, use, disclosure and other handling of any information provided to the Program Operators, including personal information such as names, addresses, telephone numbers, email addresses and records showing energy use and consumption (the "ZEVIP FLEETS Participant Information") by Scout Environmental for purposes relating to the operation, administration or assessment of the ZEVIP FLEETS, and in connection with any reporting activities relating to the ZEVIP FLEETS, which shall include, without limitation: (i) sharing of ZEVIP FLEETS Participant Information among the Program Operators; (ii) use by the Program Operators of the ZEVIP FLEETS Participant Information provided to conduct, analyze and report on the results of the ZEVIP FLEETS and to conduct surveys and modify the ZEVIP FLEETS based on such surveys; and (iii) reporting, follow-up surveys, studies and audits.
- (c) The Program Operators are committed to protecting the personal information in their custody or control in accordance with applicable privacy laws. The Participant may access Scout Environmental's privacy policy at <https://scoutenvironmental.com/privacy-policy/>
- (d) The Participant acknowledges and agrees that ZEVIP FLEETS Participant Information and any other confidential information may be accessible to third parties under the Freedom of Information and Protection of Privacy Act (Ontario) or the Municipal Freedom of Information and Protection of Privacy Act (Ontario).

9. DISPOSITION OF ASSETS.

- (a) If, during the Eligibility Period and for three (3) years thereafter, the Participant sells, leases or otherwise disposes of any Charging Station (excluding Intellectual Property), where the cost of the Charging Station is part of the Incentive under the ZEVIP FLEETS to which NRCan has contributed under this Participant Agreement, and where the proceeds of the sale, lease or other disposition are not applied to acquire assets in replacement of the Charging Station, the Participant shall immediately notify Scout Environmental in writing of such sale, lease or disposition and, if the Program Operators so require, the Participant shall share with NRCan the proceeds of the sale, lease or any other disposition in the same ratio as that of NRCan's Incentive to the purchase of the Charging Station by the Participant, except that NRCan's share shall not exceed the Incentive.
- (b) During the Eligibility Period and for three (3) years thereafter, the Participant must seek written consent from Scout Environmental before the disposal of any goods acquired or used for the Project that are either disposed of or cease to be used for Project.

10. GENERAL.

- (a) Any notice required to be given shall be in writing and shall be delivered by hand or sent by electronic mail, prepaid registered mail or prepaid courier directed Scout

Environmental at the addresses indicated below. It is the responsibility of the Participant to keep its contact information up to date at all times during the Term. Change in contact information shall be on notice to Scout Environmental.

(i) Scout Environmental, 30 Commercial Road, Toronto, ON M4G 1Z4
zevipfleets@scoutenvironmental.com
1-877-595-2490

- (b) Except as otherwise provided, the Application and this Participant Agreement constitutes the entire agreement between the Participant and Scout Environmental in connection with its subject matter and supersedes all prior representations, warranties and understandings whether written or verbal. Nothing contained herein shall be deemed to constitute a principal and agency relationship or partnership or joint venture or to create any agency or fiduciary relationship between the parties.
- (c) The Participant may not assign, in whole or in part, its obligations or rights hereunder.
- (d) Scout Environmental shall not be in default, and shall not be deemed to be in default, of this Participant Agreement by reason of delay or failure or inability to perform its obligations hereunder where the said delay, failure or inability is due to any cause which is unavoidable or beyond the reasonable control of Scout Environmental, including without limitation any acts of God, pandemics, or other causes which frustrate the performance of this Participant Agreement.
- (e) The Program Operators may at any time, without notice, cause and liability, revise the Participant Agreement and/or the ZEVIP FLEETS, including revising Incentive amounts, Eligible Expenditures, the Eligibility Period, and eligibility requirements.
- (f) Decisions of the Program Operators are final and binding and not subject to appeal. The Program Operators may provide reasons for their decisions but are under no obligation to do so.
- (g) The Program Operators reserve the right, at their sole and absolute discretion and without incurring any liability, to reject Applications that are incomplete, inaccurate, missing supporting documents or otherwise do not meet applicable program requirements or the ZEVIP FLEETS. The Program Operators are not responsible for lost, delayed, damaged, illegible or incomplete Applications. The Program Operators may reject an Application if the Participant fails to provide a fully completed Application within fourteen (14) days after receiving a request to do so by the Program Operators.
- (h) The ZEVIP FLEETS, including this Participant Agreement, are governed by and interpreted in accordance with the laws of the Province of Ontario.
- (i) This Participant Agreement may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument, and delivery of such counterparts may be affected by means of facsimile or other electronic means.