

Newfoundland Power Inc. (“NP”)

Electric Vehicle Load Management Pilot (the “Pilot”)

Program Terms and Conditions

For the purposes of these terms and conditions, the following terms have the following meanings:

- **“Application”** means the Expression of Interest Application completed at <https://takechargenl.ca/evs/electric-vehicle-load-management-pilot-program/> together with information provided in the enrollment form on the Web Portal
- **“Equipment”** means the Vehicle and EVSE specified on the Application and located at the Residence;
- **“EVSE”** means electric vehicle support equipment that provides the electric power to the Vehicle that is used to recharge the Vehicle's batteries. EVSE systems include the electrical conductors, related equipment, software and communications protocols that deliver energy efficiently and safely to the Vehicle;
- **“Participant”**, **“You”** and/or **“Your”** means the individual as identified in the Application who has received an enrollment email from takeCHARGE confirming their enrollment in the Pilot;
- **“Peak Event”** means any controlling action over the Equipment taken by the Program Operators;
- **“Pilot Webpage”** means the takeCHARGE webpage located at <https://takechargenl.ca/evs/electric-vehicle-load-management-pilot-program/>;
- **“Program Operators”** means Newfoundland Power Inc. and its service provider, AutoGrid Systems Inc. together with their affiliates, their representatives, employees, officers, directors, service providers and contractors;
- **“Pilot Term”** means a period beginning on the date the Participant accepts these terms and conditions and continuing to April 30, 2024, unless the Pilot Term is extended. If the Pilot Term is extended, the Program Term begins on the date the Participant accepts these terms and conditions and continues until ~~May 1~~April 1, 2025;
- **“Residence”** means the domestic residence indicated by the address fields on the Application at which the Participant receives domestic electrical service from NP;
- **“Service Provider”** means AutoGrid Systems Inc., a contractor of NP, together with their representatives, employees, officers, directors and assignees;
- **“takeCHARGE”** means a joint initiative between Newfoundland Power Inc. and Newfoundland and Labrador Hydro;
- **“Vehicle”** means the electric vehicle specified in the Application;
- **“Vehicle Charging Data”** includes, but is not limited to, Vehicle charging power, battery capacity, charging state and status, charge limit, battery state of charge, start/stop charge times, location, Vehicle odometer data, device identification numbers, Vehicle distance driven, energy consumption and charging patterns;
- **“Web Portal”** means the AutoGrid Flex™ Saver user web portal located at <https://auto-grid.com> which is operated by the Service Provider.

By completing an Application, You have requested to become a Participant in the Pilot. Your enrollment email confirms Your entry as a Participant in the Pilot. By entering the Pilot, You are deemed to understand the method of participation as described to You in the enrollment email

as well as the details of the Pilot. By Participating in the Pilot, You are consenting to be legally bound by the following terms and conditions:

1. NP is conducting the Pilot using services provided by the Service Provider (AutoGrid Systems Inc.). You acknowledge and agree that the Program Operators must use your personal information and Vehicle Charging Data to administer the Pilot. The purpose of the Pilot is to identify and understand charging habits of local EV drivers and determine the potential and best methods for shifting electrical charging demand to off-peak periods. By participating in the Pilot, you are consenting to the collection, use and disclosure of Your personal information and Vehicle Charging Data for the purpose of administering the Pilot, for assessing the effectiveness of load management strategies, and for related statistical and research purposes. You consent to the handling of your personal information as described in these terms and conditions. Vehicle Charging Data will be transmitted over the internet and processed on data servers owned by AutoGrid Systems Inc. which are located in Canada. You acknowledge and agree that Your personal information and Vehicle Charging Data (collectively referred to as “the information”) may be disclosed to AutoGrid Systems Inc. and/or Newfoundland and Labrador Hydro and to future contractors of NP for the limited purpose of managing electrical load. You acknowledge and agree that the information may be aggregated and anonymized and summarized in reports that may be provided to regulatory authorities having jurisdiction over public utilities in Newfoundland and Labrador. A copy of Newfoundland Power’s Privacy Policy is available upon request. Additional information is available at <https://takechargenl.ca/privacy-policy/> and <https://www.autogrid.com/privacy-policy/>. All personal information is handled in accordance with the Canadian *Personal Information Protection and Electronic Documents Act*.
2. To be eligible to participate in the Pilot, Participants must:
 - a. Be individuals aged nineteen (19) years or older;
 - b. Be domestic Service customers of Newfoundland Power Inc.;
 - c. Be located in a geographical area approved by NP at its sole discretion; and
 - d. Drive a compatible Vehicle charged with compatible EVSE (all as described on the Pilot Webpage) and charge the Vehicle at the Residence.
3. You agree that NP or takeCHARGE can continue to contact You after the expiry of the Pilot Term.
4. You represent and warrant to NP that:
 - a. You are an individual aged nineteen (19) years or older; and
 - b. You are the legal owner of the Residence. If You are not the owner of the Residence, You represent and warrant that You have the authority and the consent from the owner of the Residence to install the Equipment at the Residence (if required) and to access the Residence’s historical electrical meter data, and You shall provide NP with written evidence of Your authority upon request.
5. You agree that:
 - a. The Program Operators may enact a Peak Event at any time of day or night with notice to You;
 - b. Peak Events may occur up to twice in a single day; and

- c. A Peak Event may last up to 6 hours and up to a maximum of 20 events in a given month.
- 6. Provided that any NP Domestic Service electrical account held in Your name is in good standing and provided that You are not in default of any of these terms and conditions, NP will provide a combination of rewards including a one-time enrollment reward, monthly rewards and/or completion reward as more fully described on the Pilot Webpage and in the enrollment email. Amounts are subject to change at the sole discretion of NP without notice. At the election of NP at its sole discretion, the reward may be a gift card of your selection through the Web Portal. The reward incentivizes Your participation in the Program and is not a deduction of, variance from or waiver of the amounts owed by You for electricity used in the Residence. The Reward is non-transferable, non-exchangeable and non-refundable.
- 7. You acknowledge that the Equipment uses various wireless communication technologies and You consent to the collection and exchange of Vehicle Charging Data between the Equipment and the Service Provider's data servers, which are located in Canada.
- 8. You agree to allow the Program Operators to collect Vehicle Charging Data from the Equipment during the Program Term and to allow the Program Operators to access and share the Residence's historical electrical meter energy data for the two (2) years immediately preceding Your participation in the Pilot for analysis purposes.
- 9. You may opt-out of any Peak Event, at any time, via the Web Portal or SMS provided by the Program Operators. However, in the event that You opt-out of more than fifty percent (50%) of all Peak Events within a given calendar year as determined by NP at its sole discretion, NP may terminate Your participation in the Pilot.
- 10. You acknowledge and agree that no person or entity except You, the manufacturers of the Equipment or the Program Operators shall have the right to control or dispatch the Equipment nor to exercise load control of the Equipment during the Pilot Term, and You further agree not to authorize any other person or entity to control the Equipment during the Pilot Term.
- 11. Aside from those terms listed in term 25, these terms and conditions shall be in effect until the end of the Pilot Term, unless otherwise terminated by You or NP.
- 12. In order for the Program Operators to complete Peak Events, You consent to the installation of the Equipment in the Residence (if required) and further consent to the Program Operators remotely controlling the Equipment during the Pilot Term.
- 13. Following any installation of the Equipment, if applicable, You agree to retain ownership of the Equipment. You agree to maintain the Equipment in good working order throughout the Pilot Term at Your own cost and expense subject to the application of any manufacturer's warranty that may apply. The Equipment must be powered on and connected to the internet at all times during the Pilot Term.

14. You may terminate Your participation in the Pilot by providing at least five (5) days' written notice to takeCHARGE by contacting takeCHARGE via email at EVpilot@takecharginl.ca. In the event You terminate your participation in the Pilot, the Program Operators will cease controlling the Equipment and collecting Vehicle Charging Data on the termination date. If you terminate Your participation before the expiry of the Pilot Term, you shall reimburse NP for all costs associated with the Equipment and the installation of the Equipment in the Residence (if applicable). NP may conduct reviews on all closed accounts to confirm adherence to these terms and conditions.
15. At its sole discretion and for any reason, NP may terminate Your participation in the Pilot without providing advance notice to You.
16. You agree to participate in surveys or audits from time to time conducted by the Program Operators. This section shall survive termination of Your participation in the Pilot.
17. You acknowledge and agree that:
 - a. You have independently assessed and accept the risk of the Program Operators enacting Peak Events and otherwise remote controlling the Equipment;
 - b. NP makes no representation or warranty of merchantability or fitness for purpose including, without limitation, the design, capability, installation (if applicable), or workmanship of the Equipment or the anticipated electrical energy load reduction, or that any aspect of the Equipment will satisfy any or all legal or technical requirements or specifications that may be applicable; and
 - c. NP is not liable for any impacts, damage or destruction to the Residence, the Equipment, the Vehicle battery life, or driver usage of the Vehicle as a result of the installation (if applicable), use or operation of the Equipment under the terms of this Agreement, or otherwise as a result of Your participation in the Pilot.
18. You further acknowledge and agree:
 - a. That NP does not guarantee any energy cost savings or other benefits arising from Your participation in the Pilot; and
 - b. Not to hold the Program Operators (including their affiliates, their representatives, employees, officers, directors, service providers, contractors - including any installers - and those for whom NP may be responsible at law) liable for any or all liabilities, damages, claims, losses, demands, expenses, penalties, actions, causes of action or injuries including, without limitation, personal injury and death arising from or occurring by reason of Your participation in the Pilot or in any way related to the Pilot.
 - c. Not to hold NP responsible for any actions, negligence or omissions by You and those for whom You may be responsible at law.
 - d. That NP shall not be held liable for any failure to disburse a Reward, the installation (if applicable) or use of the Equipment, the interruption of power to or control of the Equipment, or any matter related to the Pilot, including, without limitation, any acts or omissions of any Program Operator. You hereby release the Program Operators of any and all liability associated with any of the foregoing. You shall indemnify and save harmless the Program Operators if You

or any member of Your family, occupant or guest of the Residence seeks damages against any of the Program Operators for any reason that is in any way related to the Pilot, the installation (if applicable) and control of the Equipment by the Program Operators, or Your participation in the Pilot. You acknowledge and agree that the foregoing releases of liability and indemnities shall survive the expiration of the Pilot Term and/or the completion or cancellation of the Pilot. For clarity, You agree that the Program Operators shall not be liable for any matter, claim or damage in any way related to the Pilot.

- e. The Program Operators shall not be in default, and shall not be deemed to be in default, by reason of delay or the failure or inability to perform any of the functions related to the Pilot, including the provision of rewards, where the said delay, failure or inability is due to any cause which is unavoidable or beyond the reasonable control of the Program Operators.
19. For further clarity and not to limit the foregoing, You authorize the collection and use by the Program Operators of any information provided by You to the Program Operators, including but not limited to personal information such as Your name, address, telephone number, email address, device identification numbers, and records showing Vehicle location/'at home' flag, distance driven, state of charge, energy consumption and charging patterns.
20. You shall not assign Your participation in the Pilot to another individual.
21. These terms and conditions shall be interpreted in accordance with the laws of the Province of Newfoundland and Labrador.
22. These terms and conditions may be amended by NP at any time without any prior notice to You.
23. Any failure to or delay by NP in enforce any provision of these terms and conditions shall not constitute a waiver of that term or condition.
24. NP reserves the right, in its sole discretion, to reject, accept or revise any Application made to it under the Pilot.
25. Terms 1, 3, 14, 16, 17, 18, , 19 and 21, and any terms and conditions necessary for their interpretation, shall survive termination of Your participation in the Pilot.