

Electric Vehicle Rebate Agreement

Definitions

<u>Applicant:</u> Person applying to the Electric Vehicle ("EV") Rebate program

<u>Battery EV ("BEV"):</u> A vehicle that relies solely on electricity stored in a battery pack that powers an electric motor for propulsion

Household: The Applicant, and any dependents or spouse listed on the Applicant's tax return

<u>Household Income</u>: All income made by members of the Household who are 18 years or older at the time of the EV Rebate application submission

Applicant Eligibility Requirements

DTE Electric ("DTE") Company's EV Rebates are available on a first-come-first-serve basis. To be eligible for the EV Rebate ("Rebate"), the Applicant must meet the following requirements:

- 1. Be a customer of DTE that is current on payments, in good standing, and has an active residential electric service account at the property location;
- Meet the Rebate Income Eligibility Requirement ("Income Eligibility Requirement") by having a Household Income under 400% of the most recent <u>Health and Human</u> <u>Services Poverty Guidelines</u> ("Poverty Guidelines"). See "Terms & Conditions" below for more information about how DTE will verify income. For 2023, these Poverty Guidelines are as follows:

Household Size	Poverty Guideline 400% of Pover Guideline		
1	\$14,580	\$58,320	
2	\$19,720 \$78,880		
3	\$24,860	50 \$99,440	
4	\$30,000	\$120,000	
5	\$35,140	\$140,560	
6	\$40,280	\$161,120	
7	\$45,420	\$181,680	
8	\$50,560	\$202,240	
	\$50,560 +	\$202,240 +	
Household Size > 8	(\$5,140 for each	(\$20,560 for each	
	additional person)	additional person)	

- 3. Have purchased or leased an eligible BEV (see "Terms & Conditions" below); and
- 4. Not to be claimed as dependent on any other person's taxes.

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Terms & Conditions

By submitting an application for the EV Rebate, the Applicant agrees to the following Terms & Conditions:

- 1. Applicant understands the Applicant Eligibility Requirements described above and agrees to provide all required documents¹ in the application process, and warrants that all information submitted in the application process is true, complete, and accurate;
- 2. Upon receipt of all required documentation and validation of compliance, DTE will approve the application and provide a Rebate of \$1,500 to the Applicant in the form of a check;
- 3. The Rebate amount and availability is subject to change at any time. DTE reserves the right to recoup the Rebate amount on a prorated basis if any of the Terms & Conditions are not met;
- 4. Limit one Rebate per person;
- 5. Applications must be submitted no later than six months from the execution of the BEV purchase or lease agreement;
- 6. Applicant agrees to possess (either through ownership or lease) the BEV for 24 months from the purchase or lease contract execution date;
- 7. The Income Eligibility Requirement as described in "Applicant Eligibility Requirements" is met if one of the following situations apply:
 - a. Now or in the past 12 months, the Applicant was enrolled in the Shutoff Protection Program and/or received energy assistance from any of the following programs: Home Heating Credit, State Emergency Relief, or Michigan Energy Assistance Program (learn how to apply for the Shutoff Protection Program or energy assistance at Low-Income Programs | DTE Energy);
 - b. DTE determines the Applicant's Household Income is under 400% of the Poverty Guidelines, after receiving verified income information for every adult member of the Household from DTE's third-party income verifier, Veri-Tax[™] (this process is for all Applicants that were not enrolled in the Shutoff Protection Program and did not received energy assistance, now or in the past 12 months).² Applicant authorizes DTE to submit the Applicant's data and data for other adult members of the Applicant's Household to Veri-Tax[™] to determine the Applicant's income eligibility;³
- 8. To be eligible for the Rebate, the BEV must meet the following requirements:
 - a. Be a new or used BEV as defined in "Definitions" above from a licensed dealership (person-to-person sales are not eligible for the Rebate);
 - b. Have an execution date on the purchase or lease contract that is on or after the program launch date of December 1, 2022 ("Program Launch Date");

¹ Required documentation includes a copy of the BEV sales or lease contract (with date visible), a copy of the vehicle registration (or application for registration) with the Michigan Secretary of State (with address matching the DTE Electric account number on Rebate application), documentation required for the income verification process to establish members of Household and their income, and may include other documentation as needed

² Veri-Tax[™] will send electronic signature request(s) on behalf of DTE to the Applicant and the adult member(s) of the Applicant's Household at the email addresses provided in the application from the email address info@taxverification.com. Veri-Tax[™] will ask the Applicant and other members of the Applicant's Household to electronically sign and submit a completed U.S. Internal Revenue Service ("IRS") Form 4506-C for every adult member of the Household. Each form must be signed by the member of the Household listed on the form. This form allows Veri-Tax[™] to obtain a copy of each adult Household members' tax transcript from the IRS, which DTE will review to determine Household Income

³ Data includes name, address, social security number, and email address

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- c. Have a total taxable price⁴ (including the base vehicle price, prices of aftermarket accessories, other taxable charges, and any taxable fees; and excluding sales tax and non-taxable fees) or capitalized cost (if leased) of \$50,000 or less;
- d. If leased, must not have a lease term less than two years; and
- e. Must be currently registered⁵ in the Applicant's name with the Michigan Secretary of State at the address corresponding to the DTE Electric service account;
- f. Must remain registered in the Applicant's name with the Michigan Secretary of State for at least 24 months;
- 9. Applicant understands that DTE will primarily contact them via email;
- 10. Applicant may be asked by DTE to complete an action related to the application process by a certain date. The Applicant understands that they must complete the action or communicate with DTE why they cannot, by the deadline that DTE gives, or risk having their application cancelled;
- 11. Applicant agrees to participate in DTE surveys related to Applicant's experience with the Rebate, driving an EV, public charger sites, etc.;
- 12. Any information provided in the application or collected by DTE directly regarding the Applicant's participation in the Rebate program or any other DTE program may be used internally by DTE and may be made available on an aggregated, non-personally identifiable basis to the Michigan Public Service Commission and other third parties as deemed appropriate by DTE and consistent with its data privacy rules, which can be found at <u>Customer Data Privacy Policy | DTE Energy</u>;
- 13. Applicant is responsible for paying all tax liability imposed as a result of receiving the Rebate;
- 14. DTE does not guarantee fuel or maintenance savings as a result of this Rebate, and Applicant's DTE Electric bill may increase as a result of charging at home;
- 15. DTE makes no representations or warranties regarding whether the Applicant will or will not qualify to receive the Rebate.

Release & Indemnification

Applicant agrees to release, indemnify and hold harmless DTE, affiliates, and its and their respective 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 connected with the EV Rebate, the operation and use of the EV, Applicant's receipt of the Rebate, failure to receive the Rebate, any taxes associated therewith, or Applicant's vehicle registration or registration status.

⁴ Some retailers may refer to this as the "selling price" or use another term

⁵ DTE will accept a copy of the vehicle registration or an application for registration as proof of current registration Revision 2

Signature

By signing and uploading the EV Rebate Agreement to the PowerClerk[®] website, the Applicant agrees to all the above Terms & Conditions.

Name:			
Signature:			
Date:			