

## CHARGEFORWARD PROGRAM TERMS

Last Updated: February 3, 2026

These ChargeForward Program Terms (“Terms”) are for the ChargeForward program (“Program”) implemented in eligible jurisdictions and apply if you are a service account holder and decide to join the Program. By signing up for a Program or using our ChargeForward services, you agree to these Terms. If you are a BMW driver, these Terms are incorporated by reference into, and become a part of, the [BMW Terms](#). If you are a MINI driver, these Terms are incorporated by reference into, and become a part of, the [MINI Terms](#).

1. **Eligibility.** In addition to requirements in the [BMW Terms](#) and [MINI Terms](#), as applicable, you are eligible to enroll in the Program if you meet the following criteria. Your eligibility for participation in the Program may continue only as long as you continue to meet the following criteria:
  1. Your utility service account is an active residential electricity account in taking electric service under a residential rate family;
  2. Your service account is at a residential address and a charging location of an eligible BMW or MINI electric vehicle;
  3. You use for the Program either (i) a BMW electric vehicle at time of enrollment and participation with model year 2018 or newer or (ii) a MINI electric vehicle at time of enrollment and participation with model year 2021 or newer;
  4. You retain an active BMW ConnectedDrive account or MINI Connected account tied to your eligible vehicle;
  5. You notify us if your primary residence changes at any time during the Program, regardless of whether your new residence is in the same or a different zip code;
  6. You notify us if you change utility providers during the Program;
  7. You allow us and our services providers and Program Participants to have access to vehicle data and energy usage data throughout the Program. If you revoke access to this data during the Program, we, our service providers, and our Program Participants may remove you from the Program;
  8. You are not participating in another program that conflicts with this Program;
  9. You continue to comply with Exhibit A – Additional Program Terms; and
  10. You continue to comply with the Terms, [BMW Terms](#), and [MINI Terms](#), as applicable.
2. **Incentives.** Based on current rules for your participation in the Program, we or a third-party service provider on behalf of us, will issue the incentives. Incentives may not exceed \$599 per year per participant. Incentive payments will only be made if your total incentive exceeds \$4.99. You may not obtain these incentives using another method. You waive any and all other right, title, or benefits (including monetary value) associated with any environmental credits, privileges, offsets, registrations or other benefits that result from your participation, including relating to energy production, capacity or demand response, carbon reduction, or other environmental attribute or

value awarded or provided by any governmental authority, program administrator, utility, registry, certification body, or other group.

3. **Participation.** You may utilize the ChargeForward service on My BMW or MINI app to override schedules optimizing for demand response events and grid conditions.
  1. We, along with our service providers and Program Participants, will act as your demand response provider (“DRP”). You hereby authorize us to inform the appropriate entities (including your electric utility provider) that you have selected us, along with our service providers, and Program Participants as your DRP. If you are enrolled in any other utility or third-party demand response program, you will be required to unenroll from those programs in order to be enrolled in the Program.
  2. As the DRP, you authorize us, along with our service providers and Program Participants, to obtain your energy usage information from your electricity utility provider. We, along with our service providers and Program Participants, may collect, use, and disclose this information in accordance with our privacy policies, which may include, without limitation, collection and disclosure of identified and de-identified information relating to your vehicle, charging, and location to utilities, wholesale energy market participants, aggregators, governmental agencies, service providers, and others for the purposes of administering the program. Please review the [BMW Privacy Policy](#) and [MINI Privacy Policy](#) for more information.
  3. Unless you inform us otherwise in advance, in the event of your participation in a conflicting program, you authorize us to communicate with the other program to unenroll you from that program so that you may enroll (or continue to be enrolled) in our Program.
  4. You authorize us to change service providers at our sole discretion, including changing demand response providers, aggregators, or other entities for various states, regulators, utilities, or other entities and authorize us to instruct those entities as we deem appropriate to administer the Program.
4. **Withholding Incentives.** We may withhold the participation incentive if we determine, in our sole discretion, that you are violating the Terms.
5. **Costs.** The Program has no fee for participation, but you are responsible for providing all equipment and services (including internet connection) needed for Program participation.
6. **Withdrawal.** You may withdraw from the program at any time without financial penalty through the ChargeForward service on the My BMW or MINI app or website or by emailing [BMWConcierge@bmwusa.com](mailto:BMWConcierge@bmwusa.com) for BMW and [MINI.assistance@askmini.com](mailto:MINI.assistance@askmini.com) for MINI.
7. **Termination.** Unless otherwise required by law, we may, in our sole discretion, suspend, limit, or terminate the Terms or your participation in the Program, including for your violation of the Terms.

## **Exhibit A – Additional Program Terms**

**ChargeScape.** You understand and agree that we may use ChargeScape, LLC as our service provider to administer the Program, including for the Massachusetts Clean Peak Standard.

**Leap.** You agree to Leapfrog Power, Inc.'s [Usage Data Authorization Terms](#) and you agree that that they may process any data provided or made available to them by or on behalf of you as set forth in those terms.

**MA CPS.** Customers residing in Massachusetts are enrolled in the Clean Peak Energy Standard, including as a demand response resource.

**Sedgwick.** You understand and agree that we may use Sedgwick, LLC as our service provider for making incentive payments.

**Utility Terms.** Additional terms from your electric utility provider may apply. Please consult your electric utility provider for any additional terms.