

Karma Automotive Reservation Agreement Terms & Conditions

Documentation. Your Karma Automotive Reservation Agreement (the “Agreement”) is made up of the following documents:

1. **Vehicle Configuration:** The Vehicle Configuration will be finalized with you at a future date. The Vehicle Configuration will describe the vehicle that you configure and will include pricing of such vehicle (excluding taxes and official or government fees).
2. **Final Price Sheet:** The Final Price Sheet will also be provided to you at later date, closer to the delivery date of your vehicle. The Final Price Sheet will include final pricing based on your Vehicle Configuration and will include taxes and official or governmental fees.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your Reservation and make your Reservation Payment (the “Reservation Date”).

Agreement to Purchase. By signing this Agreement, you agree to reserve the Karma vehicle indicated in the table below that you configured when you made your Reservation Payment (the “Vehicle”). You further agree that by taking delivery of such Vehicle when the Vehicle is ready for delivery you are completing the transaction through Karma Automotive’s authorized dealer, as indicated below, pursuant to the terms and conditions of this Agreement.

Karma Model	Reservation Fee
e.g. Karma GS-6	

Karma Authorized Dealer : _____

Your Vehicle is configured and priced based on features, options and hardware available at the time of your Reservation. Availability of features and options must then be confirmed by our Authorized Dealer handling your Reservation. Although we make our best effort to accommodate all requests, some options, features or hardware released after you place your order may not be included in or available for your Vehicle.

Reservation Payment. The Reservation Payment shall be 100 USD/CAD/EUR (“Reservation Payment”). You agree to pay the Reservation Payment via Visa, Mastercard, American Express and/or Discover.

Reservation Effective Date. Your Reservation for your Vehicle becomes effective when we receive your Reservation Payment. By reserving your Vehicle, you secure the approximate delivery priority of your Vehicle.

Pre-Order Price, Taxes and Official Fees. The pre-order price of the Vehicle will be confirmed in your Vehicle Configuration and Final Price Sheet. Depending on availability and preference, you may have only configured part of your Vehicle during the Reservation process, thus any pre-order price provided to you in advance of the Final Price Sheet is only being offered to you as an estimate and is subject to change. Note that any pre-order price listed in the Vehicle Configuration will not include taxes and official or government fees. Such fees, once added, may amount to up to 10% or more of the Vehicle pre-order

price. Such taxes fees are constantly changing and are multi-factor dependent, thus shall be calculated closer to the time of delivery and indicated on your Final Price Sheet in order to provide a more accurate price. You are responsible for paying these additional taxes and fees. We accept payment for such taxes and fees via Visa, Mastercard, American Express and/or Discover.

Reservation Process; Cancellation; Changes. After you submit your completed Reservation and the options you selected become available in production, we will invite you to complete the configuration of your Vehicle. After you have configured your Vehicle, we will then provide you with the Vehicle Configuration and Final Price Sheet based on the base price of the model and any options included or that you select.

If you cancel, you will receive a full refund of your Reservation Payment. Until your final configuration is matched to a vehicle, you may make changes to your Vehicle Configuration. If you make changes to the configuration of the Vehicle, you may be subject to potential price increases for any pricing adjustments made since your original Reservation Date. Any changes made by you to your Vehicle Configuration, including changes to the delivery location or estimated delivery date, will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement.

You will be required to take delivery of your Vehicle at an Authorized Dealership. When you take delivery of the Vehicle, the Authorized Dealer will provide a credit to the final price of your Vehicle equivalent to the amount of the Reservation Payment you paid. This Reservation Payment and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

Delivery. If you are picking up your Vehicle in a jurisdiction where we are licensed to sell the Vehicle, our Authorized Dealer will notify you of when your Vehicle will be ready for delivery. Once notified that your Vehicle is ready for you, you agree to timely schedule and take delivery of your Vehicle within one week of this date. If you are unable to take delivery within the specified period, your Vehicle may be made available by our Authorized Dealer for sale to other customers, unless agreed upon otherwise.

If you wish to pick up your Vehicle in a state or jurisdiction where we are not licensed to sell the Vehicle, or if you and Karma otherwise agree, Karma will, on your behalf, coordinate the shipment of your Vehicle to you from our factory in California or another state where we are licensed to sell the Vehicle. In such a case, you agree that this is a shipment contract under which Karma will coordinate the shipping of the Vehicle to you via a third-party common carrier. You agree that delivery of the Vehicle, including the transfer of title and risk of loss to you, will occur at the time your Vehicle is loaded onto the common carrier's transport (i.e., FOB shipping point). The carrier will insure your Vehicle while in transit and you will be the beneficiary of any claims for damage to the Vehicle or losses occurring while the Vehicle is in the possession of a common carrier.

While we will work hard to ensure that your Vehicle is delivered by the Authorized Dealer on the planned delivery date, we cannot guarantee that the Vehicle will be delivered on such date. Your actual delivery date is dependent on many factors, including your Vehicle's configuration and manufacturing availability. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the Vehicle and all proceeds therefrom until your obligations have been fulfilled.

Communications. Our Authorized Dealer may contact you from time to time to perform our obligations under this Agreement and keep you informed about the Vehicle's production and delivery status, and you hereby consent to receiving such notices. Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from us, our Authorized Dealer, agents, representatives, affiliates, or anyone calling on our behalf, you expressly consent that we may contact you by reasonable means, including SMS messages (including text messages), calls using rerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. With your consent, we may also contact you from time to time to keep you informed about our products and services, exclusive events, customer programs and other related activities using the content details you provided to us in the context of your reservation process. You understand that you can change your mind at any time using the contact details available in our privacy policy that can be viewed at

<https://www.karmaautomotive.com/legal>.

Privacy Policy; Payment Terms for Services. We may ask you to provide to us certain personal information to allow us to perform our obligations under this Agreement. We will maintain your personal information in accordance with our privacy policy. Karma's Customer Privacy Policy and Payment Terms for Services are incorporated into this Agreement and can be viewed on our website at <https://www.karmaautomotive.com/legal>.

Limitation of Liability. We are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Reservation Payment.

Discontinuation; Cancellation. We may cancel your Reservation and refund your Reservation Payment at any time if we discontinue a product, feature or option after the time you place your Reservation or if we determine that you are acting in bad faith.

Force Majeure. Karma's shall be suspended to the extent that such performance is impeded or made unreasonably onerous by an occurrence beyond the control of Karma, provided that Karma could not reasonably have foreseen such occurrence at the time of entering into this Agreement and could not reasonably have avoided or overcome it or its consequences. Force Majeure includes, but is not limited to, industrial disputes, fire, extreme weather, pandemics, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to above whether occurring prior to or after the formation of the contract.

Governing Law; Integration; Assignment.

All matters relating to this Agreement and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of California and County of Orange although we retain the right to bring any suit, action or proceeding against you for breach of this Agreement in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Prior agreements, oral statements, negotiations, communications or representations about the Vehicle sold under this Agreement are superseded by this Agreement. Terms relating to the pre-order not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement