



## Evoke Motorcycles Vehicle Pre-Order Sales Agreement Terms and Conditions

**Agreement to Purchase.** This Vehicle Pre-Order Sales Agreement is between Evoke Motorcycles (逸沃科 (北京)科技有限公司) (hereinafter known as "Evoke") and You, the Buyer/Co-Buyer (hereinafter known as "Buyer"), for the purchase of a Vehicle(s) for cash on terms set forth in this Agreement. This Agreement is non-binding until the following conditions are met:

1. The Buyer electronically accepts or henceforth agrees to the terms in this Agreement; and
2. Evoke receives the Buyers deposit amount, of USD\$200 per Vehicle (payment instructions to be provided separately).

**Order Process.** This Pre-Order Agreement secures a reservation, locks in the Pre-Order Price for manufacturing, and provides priority delivery within your geographical region of the Vehicle(s). This agreement does not constitute the Vehicle(s) purchase order. Prior to manufacturing commencement, Evoke will deliver a Purchase Order which will include the Vehicle(s) purchase price, configuration, plus estimates of any applicable taxes, duties, transport and delivery charges, and any other applicable fees or duties. Under the Pre-Order offer, per unit Vehicle pricing is as follows,

<p>Evoke Urban S Limited Edition – 300 \$5,400 USD</p>
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- Payment schedule will occur as follows,
- i. Down-payment of USD\$200 per Vehicle, due to Evoke upon execution of this agreement.
  - ii. 40% Instalment upon manufacturing commencement
  - iii. Remaining Balance upon dispatch (including relevant taxes, delivery fees and duties)

**Order Cancellation.** The Buyer may cancel this agreement and request a refund of any deposited Down-Payment amounts by

notifying Evoke in writing. Given the nature of the manufacturing process, Instalment payments and Remaining Balance payments are only refundable at Evoke's discretion. Via this agreement, the buyer acknowledges that the Payment amount(s) are fair and reasonable. Neither party will have any liability to the other upon any cancellation or termination of this agreement pursuant to the terms herein.

**Vehicle Configuration.** Changes to Vehicle(s) configuration by the Buyer post commencement of manufacturing will incur a USD\$200 change fee, per change, per vehicle, in addition to any additional costs associated with the change. Any changes made to a Vehicle Configuration, including changes to the purchase price, will be reflected in a subsequent Purchase Order that will form part of this Agreement.

**Delivery.** Evoke will inform the Buyer when Vehicle(s) delivery is expected for pickup from an Evoke Service Centre, or other location as agreed upon. The buyer agrees to schedule and take delivery of the Vehicle(s) within one week of this date. If the Buyer is unavailable to take delivery within the specified period, the Vehicle(s) may be made available for sale to other customers. The estimated delivery date of the Vehicle(s) is not indicated in this Agreement, but specified in the associated Purchase Order. The delivery date is an estimate only and is not a guarantee of when the Vehicle(s) will actually be delivered. If Evoke, on the Buyers behalf, coordinates the shipping of the Vehicle(s) via a third-party carrier, the buyer agrees that delivery of the Vehicle(s), including the transfer of title and risk of loss, will occur at the time the Vehicle(s) is loaded onto the carrier's transport.

**Limitation of Liability.** Under no circumstances will Evoke be held liable for any direct,

incidental, special or consequential damages arising out of this Agreement, or a failure to deliver the Vehicle, for example, loss of Vehicle use, inconvenience, or loss of time or income, even if an Evoke representative has been advised of the possibility of such damages. In the event Evoke are held liable for any damages related to such matters, the Buyer's sole and exclusive remedy will be limited to the reimbursement of cash Down-Payment, Instalment and or Remaining Balance payments.

**Agreement Alterations.** In the instance that a Buyer seeks to comment, alter, add and/or exclude clauses in this Agreement, the Buyer will be required to contact the Evoke Sales Team to establish a Superseding Motor Vehicle Sales Agreement. Upon agreement, the Buyer will be issued a revised Sales Agreement.

**Acknowledgements.** (i) The Buyer's Reservation is non-transferable or assignable to another party without the prior written approval of Evoke. (ii) the Buyer understands that this agreement expressly omits a Vehicle delivery date. Delivery date ranges will be defined upon Instalment Payment submission. (iii) In the event that the selected Vehicle(s) is discontinued before manufacturing is triggered, the Buyer has the option to take a priority delivery of an updated model, or be entitled to a refund.

**Governing Law.** The terms of this Agreement are governed by, and to be interpreted per the laws of The People's Republic of China. If any part of this Agreement is invalid, all other references remain valid and enforceable. Evoke may delay or refrain from enforcing rights in under Agreement without losing them. Unless later amended or superseded, this Agreement contains the entire agreement between the parties, and no other agreement for the purchase of the Vehicle(s) Purchase has been entered into. Prior agreements, oral statements, negotiations, communications or representations about the Vehicle(s) sold under this Agreement are superseded by this Agreement. Terms relating to the purchase not expressly contained herein are non-binding.