



## THUNDER POWER

### THE SEDAN RESERVATION AGREEMENT

This Reservation Agreement ("**Agreement**") between (1) you; and (2) Thunder Power Hong Kong Limited, identified below as "**we**" or "**us**", is for your reservation of an electric vehicle model called "the Sedan" (a "**Sedan**").

#### 1. STRUCTURE OF THE AGREEMENT

1.1 This Agreement comprises: (a) the Reservation Form; and (b) these Reservation Terms and Conditions.

1.2 For the purpose of this Agreement: (a) "**Reservation Form**" means the reservation form completed and submitted by you, whether through our website or in paper format, and (b) "**Terms and Conditions**" means these Reservation Terms and Conditions.

#### 2. NATURE OF THIS AGREEMENT

2.1 By entering into this Agreement you confirm that you wish to reserve your priority to purchase a Sedan with us (the "**Reservation**").

2.2 This Agreement does not constitute an agreement for the purchase of a Sedan, and does not guarantee any pricing, purchase production slot, date of delivery or other purchase terms for a Sedan. You are under no obligation to purchase a Sedan from us, and we are under no obligation to sell one to you.

2.3 The amount stated as being paid under the Reservation Form (the "**Reservation Payment**") is a payment to reserve your priority to purchase a Sedan with us. The Reservation Payment is fully refundable by us to you at any time if you cancel your Reservation, or if we, in our sole discretion, decline or cancel your Reservation. No interest shall be payable to you in respect of the Reservation Payment.

2.4 You acknowledge and agree that: (a) the development of the Sedan is still in progress and we may not have begun manufacturing at the time of your Reservation; and (b) the Sedan under your Reservation may not be delivered to you until the end of 2018 or later. When we get close to the time of manufacture of your Sedan, we will notify you and ask for confirmation to proceed with your purchase and the configuration and options for your Sedan. Upon our acceptance of your order, we (or an affiliate company) will enter into a separate and legally binding purchase agreement (the "**Purchase Agreement**") governing the purchase of your Sedan. Unless otherwise agreed in the Purchase Agreement, your Reservation Payment (without interest) will be applied towards the purchase price of your Sedan.

2.5 This Agreement is formed and your Reservation becomes effective when we receive both of: (1) validly executed Agreement; and (2) Reservation Payment.

#### 3. PURCHASE PRICE AND SPECIFICATIONS

Any base price for the Sedan, price for any configuration or option and/or specification for the Sedan provided to you is indicative only. Definitive pricing and specifications for your Sedan will be set out in the Purchase Agreement.

#### 4. PRIORITY

We may determine the priority of your Reservation in our sole discretion. If your Reservation is declined or cancelled, you will be notified and your Reservation Payment will be fully refunded (without interest).

#### 5. PERSONAL INFORMATION

5.1 We will collect, process, share and use your personal information in accordance with our Privacy Policy. By signing this Agreement, you acknowledge that you have read and agree to our Privacy Policy.

5.2 Unless you indicate otherwise in your Reservation Form, we may use your personal information for the purpose of sending you direct marketing by mail, email, SMS and other means that promote our automotive and related products and services and of our affiliates. We will take reasonable measures to keep your personal information confidential and secure.

#### 6. LIMITATION OF LIABILITY

6.1 Our maximum liability to you under or in connection with this Agreement, whether for negligence, breach of contract, misrepresentation or otherwise, shall be limited to the amount of the Reservation Payment.

6.2 We make no representations or warranties to you, and we hereby exclude, to the maximum extent permitted by law, all conditions, terms, representations and warranties regarding any matter, including any representation or warranty of condition or fitness for purpose or in relation to the results to be derived or expected to be derived from the performance of our obligations.

6.3 We shall not be liable under any circumstances under or in connection with this Agreement for any indirect or consequential loss or damage or any loss of profit, business, opportunity, contract, goodwill or revenue.

#### 7. GENERAL

7.1 This Agreement is personal to you and you may not transfer, assign, novate, mortgage, charge, subcontract or deal in any other manner with any of your rights and

obligations under this Agreement without our prior written consent. However, we may assign, subcontract or transfer any of our rights or obligations under this Agreement to any of our affiliates.

7.2 This Agreement constitutes the entire agreement between you and us relating to this subject matter and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between us, whether written or oral, relating to its subject matter.

7.3 No person who is not a party to this Agreement has any right to enforce any terms of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) of Hong Kong or otherwise.

8. **GOVERNING LAW AND JURISDICTION**

8.1 This Agreement is governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**").

8.2 Any dispute, controversy or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it will be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration rules in force when the Notice of Arbitration is submitted. The seat of arbitration will be Hong Kong. The number of arbitrators will be one. The arbitration proceedings will be conducted in English.