



## TERMS & CONDITIONS

Congratulations on placing a reservation for the Fisker Emotion! By making your reservation, you understand and agree to the following:

1. This Reservation Agreement is not an agreement to purchase a Fisker Emotion vehicle, nor does it constitute a purchase or order of a Fisker Emotion vehicle.
2. The \$2,000 payment made under this Reservation Agreement (the "Reservation Payment") secures an approximate reservation position to place an order for a Fisker Emotion vehicle.
3. This reservation becomes effective under this Reservation Agreement once Fisker Inc. receives the full \$2,000 deposit and you accept the terms and conditions of this Agreement by ticking the box next to the Reservation Agreement that states you have read and accepted these terms.
4. When the start of production for your reservation nears, you will be contacted by a representative of Fisker Inc. to choose vehicle options and to customize your vehicle. Fisker Inc. will then create a Purchase Agreement for your vehicle, indicating the purchase price of the vehicle, plus estimates of applicable taxes, duties, transport and delivery charges, and any other applicable fees, and submit the Purchase Agreement for your review.
5. Production on your vehicle will not begin until you sign and return the Purchase Agreement indicating your intention to purchase the vehicle. This Reservation may be cancelled by sending written notice to Fisker Inc. at any time prior to entering into the Purchase Agreement.

6. This Reservation Payment is fully refundable in the event you cancel your reservation at any time prior to entering into the Purchase Agreement. All refunds will be made within 30 days of receipt of written notice of cancellation.
7. If you proceed with the order, Fisker Inc. will apply this Reservation Payment towards the order payment.
8. Fisker Inc. will not pay any interest on the Reservation Payment, regardless of whether the Reservation Payment is applied to the purchase of a Fisker Emotion vehicle, or if the Reservation Payment is returned to you.
9. Reservations are limited to two reservations per household.
10. This reservation is not transferable or assignable to another party without the prior written approval of a Fisker Inc. authorized representative.
11. Fisker Inc. has sole discretion to cancel any reservations which exceed this limitation, or which are assigned to other parties. In the event your reservation is cancelled, you will receive a full refund within 30 days of the cancellation.
12. Fisker Inc. may ask you to provide further information it deems necessary to secure your reservation, which you agree to supply in a reasonably timely manner. Fisker Inc. will maintain your personal information in accordance with its Privacy Policy.
13. Through this Reservation Agreement, Fisker Inc. makes no representations on the development or definitive delivery dates for the

Fisker Emotion. Production and delivery dates may vary from region to region at the sole discretion of Fisker Inc.

14. Fisker Inc. is not responsible for any representations made by third parties regarding the production, delivery date, price, options, or any other information about the vehicle.

15. This Reservation Agreement is governed by the laws of the State of California, U.S.A., without regard to its conflict of laws provisions. The state courts of California and federal courts sitting in the Central District of California have exclusive jurisdiction to determine any dispute arising under or relating to this Reservation Agreement.

