



Reservation Agreement and Terms and Conditions

This Reservation Agreement and Terms and Conditions (“Agreement”) governs the placing of a reservation (“Reservation”) with SC Autosports, LLC d/b/a Kandi America (“Kandi America”) for a Kandi electric vehicle (“Kandi EV”). Please carefully read this Agreement before submitting your Reservation. By submitting your Reservation, you agree to be legally bound by all terms of this Agreement.

1. Reservation Agreement

By this Agreement, together with your payment of the Reservation Fee, you are reserving a production slot for a future purchase of a Kandi EV. This Agreement does not obligate you to ever purchase a Kandi EV, and it does not obligate Kandi America or one of its authorized third-party dealers to ever sell you a Kandi EV. This Agreement is not a contract for the purchase [or lease] of a Kandi EV, and it does not lock in final pricing, a firm production slot, a firm delivery date, or specific configuration of a Kandi EV.

After you submit your Reservation and the vehicle and options you selected become available in production, we will invite you to complete the configuration of your Kandi EV. Once you have completed the configuration of your Kandi EV, we will provide you with confirmation of your Kandi EV configuration, and a detailed break-down of the approximate final price. To complete your purchase [or lease] of the Kandi EV you have selected and configured, you will need to execute Kandi America’s standard Agreement for Purchase [or Lease] (“Final Sales Agreement”) through an authorized Kandi dealer as further described in Par. 4, below, which will include additional terms and conditions, including the final purchase price for your Kandi EV. Additional payments, including dealer fees, applicable taxes, other governmental fees, and/or shipping or destination charges, will be required as part of your final purchase or lease of a Kandi EV.

By placing your Reservation, and thereby entering into this Agreement, you represent that you are at least 18 years of age and legally competent in the jurisdiction from which you are entering this Agreement to do so. If you are reserving a production slot for a Kandi EV on behalf of a legal entity or organization, you further represent that you have actual authority to bind such legal entity or organization to this Agreement. We reserve the right to accept or decline Reservations in our sole discretion.

2. Reservation Fee

You will be charged a one-time fee of \$100 (“Reservation Fee”) when you place your Reservation for a Kandi EV. Placing a Reservation, which includes acceptance of this Agreement, constitutes your agreement to be charged the Reservation Fee using your provided payment method. The Reservation Fee covers the costs of Kandi America’s activities involved in processing your Reservation and is not a deposit on the Kandi EV that you may ultimately purchase or lease from an authorized Kandi dealer. You can cancel your Reservation at any time and receive a full refund of the Reservation Fee by sending an email from the email address that you used to make the Reservation to reservation@kandiamerica.com. If you ultimately execute a Final Sales Agreement through an authorized Kandi dealer and accept delivery of a Kandi EV, we will provide a credit to the final price equivalent to the Reservation Fee.

3. Preliminary Price Estimate

Any pricing provided to you in advance of the Final Sales Agreement (“Preliminary Price Estimate”) is only being offered to you as an estimate and is subject to change. The Preliminary Price Estimate shown as part of your vehicle configuration will not include dealer documentation fees or other fees from the dealership, applicable taxes,

government fees, and/or shipping or destination charges. Because such dealership fees, taxes, fees, and costs are subject to change and will depend upon differing factors (such as where you choose to register the Kandi EV), they will be calculated closer to the time of delivery and will be indicated on the Final Sales Agreement executed between you and the authorized Kandi dealer.

The Preliminary Price Estimate does not reflect any changes that you may choose to make to the vehicle configuration. If you make changes to the vehicle configuration, you may be subject to potential price increases for any pricing adjustments made since your original Reservation. Any changes made to your vehicle configuration, including any changes in the method of delivery, delivery location, or estimated delivery date, will be reflected in a subsequent vehicle configuration or in the Final Sales Agreement.

You acknowledge that the battery range and other available features, options, and accessories, and the pricing for them, may change before you execute the Final Sales Agreement. This means that your final price as will be reflected on the Final Sales Agreement could be higher than the Preliminary Price Estimate as a result of changes in the base price for the Kandi EV or any of its features, options, or accessories. Moreover, we reserve the right, in our sole discretion, to discontinue vehicle models, related products, features, options, and accessories and such discontinuance may result in changes to the final price as will be reflected on the Final Sales Agreement.

4. Delivery

You are reserving a production slot for a Kandi EV that will be produced for you in the future, and your priority will be set, in part, by the date of payment of your Reservation Fee. The actual date of delivery will depend upon a variety of factors, including, among other things, your priority, our manufacturing schedule, your execution of the Final Sales Agreement, and the method and location of delivery of the Kandi EV. There is no estimated or guaranteed delivery date based on your Reservation or this Agreement.

Kandi EVs will be sold to customers through authorized dealers. If you are purchasing your Kandi EV in a state where there is an authorized dealer of Kandi EVs, your Final Sales Agreement and ultimate purchase of the Kandi EV will be done through such a dealer. If you are purchasing your Kandi EV in a state where there is not an authorized dealer of Kandi EVs, we will coordinate the purchase and delivery of your Kandi EV through an authorized dealer in another state and you will have the option of taking delivery of your Kandi EV at such a dealership location or by a third-party common carrier.

Upon notification that your Kandi EV is available to you through one of the foregoing methods, you agree to schedule and take delivery of your Kandi EV within seven calendar days. If you are unable to take delivery of your Kandi EV during those seven calendar days, your Kandi EV may be made available for sale to other customers.

5. Privacy Policy and Terms of Use

The information you provide with your Reservation will be used in accordance with our Privacy Policy and Terms of Use ("Privacy Policy"), each of which is incorporated herein by reference and available on our website <https://www.kandiamerica.com/privacy/>. Please read the Privacy Policy carefully to understand our practices regarding your information and how it will be treated. If you have questions about our Privacy Policy, please contact info@kandiamerica.com.

6. Limitation of Liability

You agree that we are not liable for any direct, special, consequential, punitive, indirect, or incidental damages of any kind whatsoever, including lost profits, loss of business or loss of opportunity, regardless of the basis or

circumstances of any claim, damage, loss or expense, whether in contract, tort, or otherwise. Your sole and exclusive remedy under this Agreement for any claims, damages, costs, or expenses arising under, out of, or related in any way to this Agreement and/or your Reservation is return of the Reservation Fee.

7. No Assignment or Re-Sellers

You may not assign your rights under this Agreement or your Reservation without our express, written consent. We reserve the right, in our sole and exclusive discretion, to cancel any reservation that we believe has been made with a view toward resale of any Kandi EV or that has otherwise been made in bad faith.

8. Governing Law

This Agreement, and the Reservation, together with their formation and subject matter, and any related non-contractual disputes or claims between us, are governed solely by the laws of the State of Texas regardless of any conflict of laws principles.

9. Dispute Resolution

If you have a concern or dispute regarding the Reservation or this Agreement, please send written notice describing your dispute and your desired resolution to support@kandiameica.com. If your dispute is not resolved within 60 days of your email notice, you agree that any claim, controversy, or dispute arising out of or relating in any way to any aspect of the relationship between you and Kandi America pursuant to the Reservation or this Agreement be resolved not in court by a judge or a jury, but instead only by and through the Better Business Bureau, Auto Line as a telecom binding arbitration under rules promulgated by the Better Business Bureau. Kandi America will pay the fees associated with such binding arbitration. The arbitrator may only resolve disputes between you and Kandi America related to, or arising out of, the Reservation and this Agreement and may not consolidate claims without the consent of all parties, including Kandi America. Within 30 days of the Effective Date, you may opt out of binding arbitration through the Better Business Bureau, Auto Line, by sending a letter to support@kandiameica.com stating your name, Reservation confirmation number, and intent to opt out of this arbitration provision.

10. Forum Selection

If you opt out of binding arbitration pursuant to Par. 9, or if any dispute or claim that you assert against Kandi America is deemed to fall outside of the mandatory arbitration provision set out in Par. 9, then any such dispute or claim, of any nature, shall be resolved in a state or federal court having jurisdiction within Dallas County, Texas. You expressly consent to the jurisdiction of such courts in Dallas County, Texas and waive all objections to personal jurisdiction or as to venue in such courts due to lack of contacts, inconvenient forum, or any other basis.

11. Class Action and Jury Trial Waivers

To the fullest extent permitted by applicable law, no claim under this Agreement or related to the Reservation shall be joined to any other claim from other current or former users of our website or otherwise related to Kandi EVs or any other reservations. No claim brought under this Agreement shall proceed as a class action. You hereby waive any right to trial by jury in any action or proceeding arising out of or related to this Agreement, the Reservation, or any acts or omissions related thereto, whether now existing or hereafter arising or discovered, and whether sounding in contract, tort, or otherwise. You agree that we may file a copy of this Agreement with any court as written evidence of your knowing, voluntary, and bargained-for agreement to irrevocably waive trial by jury and that any action or proceeding whatsoever between us relating to these terms shall instead be tried in a court of competent jurisdiction by a judge sitting without a jury.

12. Effective Date

This Agreement is effective as of the date you accept it, by electronic means or otherwise, and upon your payment of the Reservation Fee. Your submission of the Reservation and payment of the Reservation Fee constitute your agreement to this Agreement.