

Vehicle Pre-Order Agreement

Thank you for placing a pre-order for your electric powersports vehicle. This Vehicle Pre-Order Agreement (the "**Agreement**") is between you, the individual or entity who reserved the Vehicle ("**you**", "**Customer**"), and Taiga Motors Inc., located at 2695 av. Dollard, Montréal (Québec), H8N 2J8, Canada ("**Taiga**"). If you have any questions about this Agreement, you can contact us by e-mail at reservations@taigamotors.ca or by calling us at +1 (877) 778-2442.

This Agreement does not constitute a sale. This Agreement does not lock in a production or delivery date. Your purchase of a Vehicle will be subject to you executing a Vehicle Purchase Agreement, which sets out the applicable terms. Final price will be confirmed upon final vehicle selection and configuration, and reflected in the Vehicle Purchase Agreement and accompanying documents. Net price presented at reservation excludes taxes/levies, shipping, and other fees.

In this Agreement, the provisions which are preceded by the mention "N/A to Québec Consumers" are not applicable to individuals in the province of Québec that qualify as 'consumers' under applicable laws.

1. DEFINITIONS.

1.1 "Deposit" means the amount that you provided to pre-order your Vehicle.

1.2. "Pre-Order Form" means the form submitted via the Taiga website which, once completed, contains your contact information and further details the Vehicle being pre-ordered, and the Deposit amount.

1.3. "Vehicle" means the Vehicle pre-ordered by you through the Pre-Order Form, such as the snowmobiles or personal watercrafts made available for pre-order by Taiga, whichever is indicated and selected in the Pre-Order Form.

2. PRE-ORDER. By entering into this Agreement, you confirm that you wish to pre-order the Vehicle identified in the Pre-Order Form. You enter into this Agreement when (1) you submit the Pre-Order Form and (2) we receive your Deposit (the "**Effective Date**"). Making the Deposit and accepting these terms form a valid and binding contract as to its content.

3. PURCHASE AGREEMENT. This Agreement does not constitute an agreement for the sale of any Vehicle. You acknowledge and agree that you will be required to enter into a legally binding agreement to make your actual purchase of a Vehicle ("**Vehicle Purchase Agreement**"). You acknowledge and agree that this Agreement does contain any warranties, representations or covenants with regards to the Vehicle. The Vehicle Purchase Agreement may be entered into by an affiliate or subsidiary of Taiga.

4. NON-BINDING PRE-ORDER DEPOSIT.

4.1 The Deposit is fully refundable by Taiga to you at any time prior to the first event to occur between (i)

confirming the configuration of your Vehicle to Taiga, or (ii) entering into a Vehicle Purchase Agreement. For example, you will be fully refunded if you decide to cancel your pre-order before configuring your Vehicle, or if we decline to maintain your pre-order. No interests will be paid by Taiga upon refunding the Deposit.

4.2 In order to request the refund of your Deposit, please communicate with us by e-mail at reservations@taigamotors.ca. If you can claim reimbursement of your Deposit, we will process the reimbursement upon receipt of your request to the credit card used to make the Deposit. Please allow for reasonable processing time of up to two (2) weeks upon reception of your request.

4.3 Taiga makes no representations or warranties as to Vehicle availability or whether its design, specifications, configuration settings or features will be the same as those set out in the Pre-Order Form. The payment of the Deposit does not confirm or commit Taiga towards pricing, availability or delivery.

4.4 Production timelines and deliveries remain subject to factors beyond Taiga's reasonable control, such as supply chain management, delivery timelines and optimization, export control, regulatory approvals and all applicable laws.

4.5 You agree and understand that we do not represent or warrant that the Vehicle will be completed or delivered. The Vehicle is under development or manufacturing and additional regulatory concerns may result in delayed commercialization in some regions. We are not responsible for these delays or inability to deliver, and we will reimburse the Deposit if, at our discretion, we deem it necessary to cancel the pre-order.

5. PRICING AND CONFIGURATION. Prior to executing the Vehicle Purchase Agreement, you will be invited by e-mail to complete the configuration of your Vehicle. It is your responsibility to promptly proceed to the configuration of your Vehicle upon receipt of Taiga's e-mail. Certain features or parts may be offered on a first-to-order basis. An e-mail from Taiga requesting configuration of your Vehicle does not guarantee availability of the Vehicle or specific features, as inventory and availability are managed on an on-going basis. Once you configure your Vehicle, Taiga moves forward to secure the production of a Vehicle as configured, which is why the Deposit is not refundable once configuration is completed. The configuration determines the price applicable to your Vehicle, which will be formalized alongside the Vehicle Purchase Agreement. Once you proceed with the configuration of your Vehicle, the Deposit will be applied to the purchase price of your Vehicle, or if you cancel your pre-order, it will be kept by Taiga.

6. DELIVERY. You acknowledge and agree that the method and location of delivery of the Vehicle will be confirmed at a later date. You agree and understand that deliveries may occur through a third party, such as a dealership. Once you have selected the method and location of delivery of your Vehicle, it cannot be changed. The Vehicle Purchase Agreement will confirm your commitment to pick up the Vehicle in a timely way.

7. GOVERNING LAWS. This Agreement is governed by the laws of Quebec as well as the laws of Canada applicable therein without regard to conflict of laws provisions.

8. PERSONAL INFORMATION. You agree and understand that we will collect, use and disclose your personal information in accordance with our Privacy Policy. The Privacy Policy is subject to change from time to time and the latest version on our website is applicable and shows the latest changes. Note that, at a minimum, we will process your personal information in the performance of this Agreement and in so doing, will disclose your personal

information to third-parties as set out in the Privacy Policy.

9. GOVERNING JURISDICTIONS. [N/A to Québec Consumers] All disputes arising out of or in connection with this Agreement, in respect of any legal relationship associated with or derived from this Agreement (save and except with respect to injunction or other immediate relief) (a "**Dispute**") will be finally resolved by arbitration under the Arbitration Rules of the ADR Institute of Canada, Inc. ("**ADRIC**"). The parties shall name an arbitrator by common agreement or subscribe to ADRIC's case management services. The arbitration will occur in English, in Montreal, Quebec, Canada. The parties may decide to use ADRIC's online dispute resolution services by common agreement. Except as set forth herein, the parties confer personal and exclusive jurisdiction to the courts located in the judicial district of Montreal. For the avoidance of doubts, you hereby irrevocably waive your right to trial by jury in any Dispute.

10. LIMITATION OF LIABILITY [N/A to Québec Consumers]. To the maximum extent permitted by law, (a) Taiga will not be liable to you for any indirect, special, incidental, consequential or exemplary damages in connection with this Agreement, including, without limitation, loss of data, loss of profits, or otherwise, but excluding any damages which cannot be excluded under applicable laws and (b) Taiga's liability to you under this Agreement shall be limited to the value of the Deposit, unless such damages cannot be excluded under applicable laws.

11. EXPORT CONTROL. You acknowledge and agree this Agreement is subject to export control laws. You represent and warrant that you are not on any restricted list pursuant to relevant export control laws, such as the *United States Export Administration Act* and Canada's *Export and Import Permits Act*, and that you are not located in a country in the Area Control List (as defined in those regulations).

12. BENEFIT OF THIRD PARTIES. This Agreement is personal to you. The limited rights under this Agreement to pre-order a Vehicle cannot be sold, traded or otherwise conferred to any third party. There are no third party beneficiaries to this Agreement. Unless mutually agreed by Taiga and you, the individual entering into this Agreement is the only person with whom Taiga will enter into a corresponding Vehicle Purchase Agreement.

13. TERM; SURVIVAL. This Agreement enters into force at the Effective Date and ends upon the earlier of (a) the execution of a Vehicle Purchase Agreement, (b) the reimbursement of the Deposit by Taiga, or (c) by mutual agreement of the parties. All provisions which by their nature should survive the term of the Agreement shall survive the term of the Agreement.

14. GENERAL. Any waiver of a breach of any provision to this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. You may not assign this Agreement to anyone, and such assignment shall be considered null and void. Taiga may transfer or assign this Agreement upon written notice to you, and such successor or permitted assignee shall be bound by the same terms and conditions as Taiga. The parties acknowledge that they have required this Agreement and all related documents to be drafted in English. *Les parties reconnaissent avoir demandé que le présent contrat ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.*

By submitting your Pre-Order Form to Taiga on its website, you hereby agree to be bound by the terms of

this Agreement.