



NON-REFUNDABLE DEPOSIT AGREEMENT

This non-refundable deposit agreement (“Agreement”) is made this on the day of the order is placed, by and between AERWINS TECHNOLOGIES INC., a Delaware company (“Seller”) and the Prospective Purchaser, (the “Prospective Purchaser” and together with Seller, the “Parties”).

WITNESSETH

WHEREAS, Seller is the exclusive seller of the XTURISMO Limited Edition hover-bike in the United States (the “Product”).

WHEREAS, Prospective Purchaser desires to purchase the Product from Seller.

WHEREAS, the Product is a technically complex device that requires a significant commitment of resources to produce, including by acquiring certain items, parts and space on the Product’s production line, as more fully described herein (the “Long Lead Items”).

WHEREAS, in order to manufacture the Product for the Prospective Purchaser, Seller requires Prospective Purchaser to place a non-refundable deposit with Seller to pay for Long Lead Items.

NOW, THEREFORE, intending to be legally bound, and in exchange for valid consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Indication of Interest.** By completing and executing this Agreement, the Prospective Purchaser is offering to Seller to pay a reservation deposit of the Product, which offer may be accepted by the Seller or rejected for any reason or no reason in the sole discretion of Seller. After reviewing this Agreement and the completed Schedule 1 attached hereto, Seller will advise Prospective Purchaser by email whether the Seller’s indication of interest has been accepted by Seller.

2. **Payment of Deposit.** If the Seller notifies the Prospective Purchaser that Seller has accepted Prospective Purchaser’s indication of interest in purchasing the Product, Prospective Purchaser agrees to pay a non-refundable deposit of USD\$5550 (“Deposit”) by credit card to Seller within ten (10) business days of the date of notification that Prospective Purchaser’s indication of interest has been accepted by Seller in exchange for Seller’s agreement to procure Long Lead Items and to place Prospective Purchaser’s order for the Product in the production line for the Product. Once the Deposit is made, the Parties agree that it is non-refundable and may be used by the Seller to procure Long Lead Items, reserve a place in the Product’s production line for Prospective Purchaser, and for other business purposes of Seller related to the manufacturing and sale of the Product. Failure to pay the Deposit as provided herein shall be considered an abandonment of Prospective Purchaser’s indication of interest in purchasing the Product and any agreement between Seller and Prospective Purchaser, including this Agreement, shall be null and void ab initio.



3. **Deposit Non-Refundable.** PROSPECTIVE PURCHASER AGREES THAT THE DEPOSIT IS NON-REFUNDABLE AND, OTHER THAN AS PROVIDED HEREIN, WAIVES AND RELEASES ANY CLAIM TO THE DEPOSIT.

4. **Non-Penalty.** The Deposit shall not be construed as a penalty. Prospective Purchaser agrees to pay to Seller the non-refundable Deposit as consideration for the Long Lead Items and for the costs that Seller has and may continue to incur, which costs include various administrative, management, and legal fees in connection with the manufacturing and sale of the Product to Prospective Purchaser.

5. **Sales Price.** The base price of the Product, exclusive of any options or additional specifications ordered by Prospective Purchaser ("Base Model"), is USD\$555000 ("Base Sales Price"). The Base Sales Price shall be reduced by the amount of the Deposit and shall be increased by the price of any additional specifications or options offered by Seller and ordered by Prospective Purchaser.

6. **Subsequent Purchase Agreement.** Within thirty (30) calendar days of Seller's receipt of the Deposit, Seller shall provide Prospective Purchaser with Seller's form of Sale and Purchase Agreement ("Purchase Agreement") for the Product in the jurisdiction indicated by Prospective Purchaser in the attached Schedule 1. Except in cases where a Purchase Agreement has been executed, the Prospective Purchaser may withdraw his/her offer by giving the Manufacturer a signed or sealed written notice (excluding fax, e-mail, and other electronic methods) within fourteen (14) days from the date of acceptance of its offer (including the same date). In such case, the Deposit shall be promptly returned to the Prospective Purchaser without interest. If the Prospective Purchaser fails to execute the Purchase Agreement within fourteen (14) days of transmission to Prospective Purchaser, the Deposit shall be not be refunded. The Parties agree that the actual sale of the Product is not governed by this Agreement and shall instead be controlled by the subsequent Purchase Agreement. The Purchase Agreement requires, among other things, additional payments in full by the Prospective Purchaser of the Base Sales Price as well as any additional amounts due if Prospective Purchaser orders the Product with additional specifications beyond the Base Model before the Product is delivered to Prospective Purchaser. Prospective Purchaser acknowledges and agrees that the Purchase Agreement will supersede and replace this Agreement, contains waivers of liability in favor of Seller and the Product Manufacturer, that the Product is an inherently dangerous product that Prospective Purchaser must operate safely, that the Purchase Agreement will require a further prompt payment of approximately fifty percent (50%) of the balance of the Base Sale Price, and that Prospective Purchaser will be required to indemnify Seller for Prospective Purchaser's misuse of the Product.

7. **Lawful Use.** Prospective Purchaser agrees that it will only use the Product in a lawful and safe manner and that the sale and use of the Product is governed by the laws of the jurisdiction in which Prospective Purchaser resides and other laws, codes, regulations or policies ("Laws"). Prospective Purchaser agrees, at all times, to own and operate the Product in a manner that is compliant with the Laws to which Prospective Purchaser is subject. Prospective Purchaser



represents and warrants that they are aware of and familiar with the Laws and will follow them at all times while operating the Product.

8. **No Guarantee.** Seller will use its best efforts to obtain Long Lead Items and place Prospective Purchaser's order in the Product's production line. Prospective Purchaser agrees that Seller does not guarantee that the Product will be offered for sale in Prospective Purchaser's jurisdiction and that the Product may not be manufactured. The Seller may also discontinue the sale of the Product to Seller for any reason or no reason in Seller's sole discretion. In the event the Product is not sold to Seller for any of the reasons in this paragraph only, Seller shall return the Deposit to Seller and the return of the Deposit shall be the Prospective Purchaser's sole remedy. Prospective Purchaser waives any other claims it may have against Seller for the sale of the Product in such event, including but not limited to the cost of purchasing a substitute product or service.

9. **Choice of Law and Arbitration.** This Agreement shall be governed in all respects by the laws of the State of New York without regard to its conflicts of laws provisions. Any and all disputes shall be subject to arbitration before JAMS in New York City and the Prospective Purchaser irrevocably consents to the jurisdiction of the courts located in the County of New York for the enforcement of this clause.

10. **Severability.** If any provision hereof shall be found to be illegal, void or unenforceable, this Agreement shall be construed as if said provisions were not herein contained, so as to give full force and effect, as nearly as possible, to the original intent of the Parties.

11. **Relationship.** Nothing herein contained shall be deemed to create any partnership or joint venture between the Parties, and the relationship of the Parties shall be solely that of Seller and Prospective Purchaser.

12. **Personal Information.** The Prospective Purchaser hereby agrees that the Seller may keep and store the Prospective Purchaser's personal information, including but not limited to Prospective Purchaser's name, address, date of birth, telephone number, e-mail address, purchase history, credit card details and other personal information obtained in connection with this Agreement ("Personal Information"). Prospective Purchaser agrees that Seller's sole obligation with respect to Personal Information shall be to reasonably protect such Personal Information as may be required by law but no more. Prospective Purchaser agrees that Seller may provide Personal Information to third parties in certain circumstances, including but not limited to the manufacturer of the Product. By executing this Agreement, Prospective Purchaser consents to the collection and storage of any Personal Information provided or collected in connection with Agreement or the execution or performance thereof.

13. **Limitation of Liability.** Prospective Purchaser agrees that Seller's liability, in the event of a proven breach of this Agreement by Seller, shall be limited to the amount of the Deposit and no more. Prospective Purchaser waives any claim for special, incidental, consequential or other damages other than the Deposit.



14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

15. **Notices.** Any notices or communications required hereunder shall be sent by email. In the case of Seller, Prospective Purchaser agrees to send any such notices to info@aerwins.us. In the case of Prospective Purchaser, Seller agrees to send any such notices to the email address provided by Prospective Purchaser in Schedule 1 hereof. Either party, on reasonable notice, may provide a new email for the purpose of providing notice, which new email shall replace the email addresses here.

16. **Assignment.** The rights and obligations under this Agreement may not be assigned or transferred, in whole or in part, by Prospective Purchaser without express prior written consent of Seller. Any assignment or transfer in contravention of this paragraph shall be null and void ab initio.