

## Alef Aeronautics Inc.

### Preorder Terms and Conditions<sup>1</sup>

**IMPORTANT NOTICE: PLEASE READ THESE TERMS CAREFULLY. THESE TERMS CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO YOUR PREORDER, OUR LIMITATION OF LIABILITY TO YOU, AND YOUR AGREEMENT TO RESOLVE DISPUTES THROUGH CERTAIN PROCESSES ON AN INDIVIDUAL BASIS, AS FURTHER DETAILED BELOW. OUR GENERAL TERMS OF USE, AVAILABLE ON ALEF.AERO WEBSITE, AND OUR PRIVACY POLICY, AVAILABLE ON ALEF.AERO WEBSITE, ARE INCORPORATED INTO THESE TERMS.**

**Section 1. Preorder.** These Preorder Terms and Conditions (these “Terms”) govern your agreement with Alef Aeronautics Inc. or its affiliate (“Alef”, “we”, “us” or “our”) to preorder the Model A vehicle (such vehicle, the “Vehicle”, and such preorder, the “Preorder”).

**Section 2. No Obligations.** You are under no obligation to purchase a Vehicle from us, and we are under no obligation to supply you with a Vehicle. These Terms do not constitute an agreement for the sale of a Vehicle, and do not lock in pricing, a firm production slot, a firm delivery date, or specific Vehicle configuration. Your Vehicle will be reserved, priced (including all applicable taxes and fees) and configured based on features and options available at the time you execute a final and definitive purchase agreement with Alef (the “Purchase Agreement”), which will include additional terms and conditions, including an acknowledgement and waiver of certain risks related to the Vehicle and its operation.

**Section 3. Preorder Form.** When submitting the Preorder form (the “Preorder Form”), you represent and warrant that (i) all information provided in the Preorder Form is accurate, and (ii) you are legally able to submit the Preorder in the jurisdiction where you reside. You agree to keep the information submitted on the Preorder Form current at all times by contacting us if there are any changes. We shall not be liable for inaccurate or outdated information, or any actions taken upon reliance thereon.

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<sup>1</sup> Jim: This has been drafted as a Terms and Conditions to an online preorder form, where participants would provide their contact information (name, email, address), their age/DOB, select a priority request (\$100 or \$1,000), and pay of the deposit. Before they can submit the form and pay the deposit, the participant should affirmatively consent to these Terms (and the Company’s general Terms of Use and Privacy Policy) by clicking a box (which should not be pre-checked) to indicate that they have reviewed and agreed to these Agreements. There should also be a statement that encourages users to review these Agreements carefully, as they describe a binding agreement between them and Alef Aeronautics. The more you ask participants to do in order to show they have read the agreement (e.g., scrolling to the bottom of the form, not letting the preorder form being submitted unless the box is checked, etc.), the more likely a court will be inclined to enforce the agreement. The same process should be followed for any subsequent updates to this Preorder Terms and Conditions (and the Terms of Use and Privacy Policy). The company should be able to produce a record that every participant has completed this process—if the company wants to enforce this agreement against a user, it has to prove that the user has agreed to the terms. If the company can’t prove this, then the terms will likely not be enforceable. There is a long history of courts refusing to enforce terms of use (even for companies like Uber), so this is an area where you need to be especially careful.

**Section 4. Priority Preorders.** In the Preorder Form, you will have the option to select “General” or “Priority” status for your Preorder. With Priority status, your Preorder will generally be prioritized over Preorders with General status, and you will have the opportunity to enter into a Purchase Agreement earlier than General Preorders. You acknowledge that this is not the exclusive means of determining priority, and that we reserve the right to have other procedures, qualifications or programs that determine priority of Vehicle delivery.

**Section 5. Deposit.** In connection with the Preorder Form, you will be charged a fee (the “Deposit”). The Deposit is fully refundable until the Purchase Agreement is signed. The amount of the Deposit may vary based on the desired expediency of your Preorder: (i) \$150 for General Preorders, or (ii) \$1,500 for Priority Preorders. Your Deposit will be held by Alef in a separate account designated solely for Deposits, until returned if your Preorder is cancelled, or until released for application towards the final price of the Vehicle you purchased upon execution of the Purchase Agreement. You are not entitled to any interest on your Deposit.

**Section 6. Cancellation and Refunds.** You may cancel your Preorder for any reason at any time. We may decline or cancel your Preorder for any reason at any time in our sole discretion. If your Preorder is declined or cancelled, you will be notified and your Deposit (if paid) will be refunded as soon as practicable to the account information we have on file.

**Section 7. Delivery.** Notwithstanding anything to the contrary herein, or any representations on our website, our social media accounts, or by our personnel, whether written or verbal, there is no guaranteed delivery or delivery date based on your Preorder. Your actual delivery date is dependent on many factors, including without limitation, the date you submit your Preorder Form together with payment of the Deposit, the priority level of your Preorder, execution of the Purchase Agreement, your Vehicle configuration, manufacturing availability and schedule, and our delivery and service operations availability. Any delivery and delivery date details we have will be shared with you at the time you execute the Purchase Agreement.

**Section 8. Vehicle Features.** You acknowledge and agree that we may not have completed the development of the Vehicle or begun manufacturing the Vehicle at the time of your Preorder. Any features of the Vehicle, including without limitation vertical take-off and landing capabilities, are not guaranteed, and may change, even after features are announced. By submitting the Preorder Form and assenting to these Terms, you acknowledge and agree that the Vehicle configuration may change prior to your execution of the Purchase Agreement.

**Section 9. Dispute Resolution.** Please carefully read this provision, which applies to any dispute between you and Alef.

- (a) If you have a concern or dispute, please send a written notice describing it, your desired resolution and your contact information to [contact@alef.aero](mailto:contact@alef.aero) . We commit, and you agree, to use reasonable efforts to settle any dispute directly through good faith negotiations.
- (b) If we have not resolved your concern within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Alef (including

without limitation your Preorder, these Terms, and any claims arising before your Preorder) will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, unless you and Alef agree in writing otherwise. The AAA Consumer Arbitration Rules will govern the allocation of arbitration fees and costs between you and Alef.

- (c) The arbitrator may only resolve disputes between you and Alef, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Vehicles. In other words, you may bring claims against us only in your individual capacity and not as a plaintiff or class member in any class or representative action.
- (d) If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated.
- (e) You may opt out of arbitration within 30 days after placing your Preorder and agreeing to these Terms by sending an email to [contact@alef.aero](mailto:contact@alef.aero), stating your name, contact information, and request to opt out of the arbitration provision. You agree that any opt-out request will not apply to subsequent agreements between you and Alef.
- (f) If you opt out of arbitration in accordance with the requirements set forth herein, or if either of us prefer and both of us agree in writing, the dispute may be brought in small claims court.

**Section 10. Limitation of Liability.** In no event shall Alef or any of its affiliates, and their respective officers, directors, employees, partners, or stockholders (collectively, the “Company Parties”), be liable to you or any third party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages. Your sole and exclusive remedy in connection with the Preorder or under these Terms will be limited to reimbursement of your Deposit. Except as otherwise provided by applicable law, in no event shall the Company Parties’ aggregate liability arising out of or related to these Terms, whether for breach of contract, tort (including negligence) or otherwise, exceed the total amount of your Deposit.

**Section 11. Force Majeure.** Our obligations under these Terms will be suspended to the extent that we are wholly or partially precluded from complying with our obligations under these Terms by force majeure. Force Majeure includes, but is not restricted to, fire, storm, flood, earthquake, explosion, accident, act of the public enemy, war, rebellion, insurrection, sabotage, outbreak, epidemic, public health emergency, quarantine restriction, labor dispute, labor shortage, transportation embargo or failure, curtailment or delay in transportation, act of God, act (including laws, regulations, orders, advisories, disapprovals or failure to approve) of any government or public health agency or authority, whether national, statewide, municipal, or otherwise, or any other event or circumstance beyond our control.

**Section 12. No Resellers; Discontinuation; Cancellation.** We may unilaterally cancel any order that we believe has been made with a view toward resale of the Vehicle or that has otherwise been made in bad faith. We may also cancel your Preorder and refund your Deposit if we discontinue a product, feature or option after the time you place your Preorder.

**Section 13. Governing Law; Integration.** These Terms are governed by, and to be interpreted according to, the laws of the State of California. Any prior agreements, oral statements, negotiations, communications or representations about the Vehicle are superseded by these Terms.

**Section 14. Modification and Waivers.** These Terms may not be modified, altered or amended unless expressly agreed to in writing and signed by a duly authorized representative of Alef. No failure by Alef to enforce any right or provision of these Terms will constitute a waiver of future enforcement of such right or provision. Any waiver will be effective only if in writing and signed by a duly authorized representative of Alef.

**Section 15. Assignment.** You may not assign your rights under these Terms without our express prior consent. We may assign our obligations under Terms at our discretion without your consent. Any assignment in violation of these Terms will be null and void.

**Section 16. Contact Us.** Feel free to contact us at [contact@alef.aero](mailto:contact@alef.aero) at any time with any questions, comments or feedback about your Preorder or these Terms.