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## Subscription Agreement

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This Subscription Agreement (these “Terms” or this “Agreement”) provides a framework for a Subscription with Kerv Automotive (“Kerv” or “we” or “us”) towards the purchase of a vehicle (“Vehicle”). Please read all of these Terms carefully before submitting your Subscription. By submitting your Subscription, you agree to be legally bound by these Terms.

**1. No Obligations.** Each Subscription you submit for a Vehicle acts as a reservation for a future purchase of the Vehicle. The full Subscription fee will be settled with the final purchase price at delivery. 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 fix pricing, a production slot, a delivery date, or specific Vehicle configuration. To finalize the purchase or lease of a Vehicle, you will need to complete Kerv’s standard Order Agreement, Agreement to Purchase and any other agreements which will include additional Terms and conditions, including the final price sheet for the vehicle you ultimately select. The Order Agreement, Final Sales Agreement, and any other agreements which we deem necessary at the time of purchase or lease may be made with another Kerv entity. Additional payment for your selected Vehicle, including taxes and other governmental fees, will be required at that time. We may decline Pre-orders as we deem appropriate at our sole discretion, including to avoid over-Subscription. The sum paid as part of the Subscription will not be refunded in the case that the Subscription is cancelled, since you will receive merchandise and an option for a Kerv vehicle to be delivered.

**2. Subscription Eligibility:** Age; Entity Preorders. By agreeing to these Terms, you represent and warrant to us that you are at least 18 years of age. If you are Preordering a Vehicle on behalf of a company, organization or entity you represent and warrant that you have the authority to bind that entity to these Terms and such entity agrees to be bound by these Terms.

**3. Registration.** When placing a Subscription for a Vehicle, you represent and warrant that all information provided is correct and accurate, and it is your responsibility to keep this information up-to date at all times by emailing [sales@kervautomotive.com](mailto:sales@kervautomotive.com). Kerv shall not be liable for incorrect, inaccurate or outdated information or any losses that occur as a result of incorrect, inaccurate or outdated information.

**4. Payment.** You will be charged the fee indicated (the “Subscription Fee”) when you place your Subscription. Placing a Subscription constitutes your express agreement to be charged the Subscription Fee using the provided payment methods.

**5. No Guarantee of Delivery Date.** You are preordering a Vehicle without specifying the model, features, and options. We will endeavor to produce your selected Vehicle in the future and your priority will be set by us at our sole discretion, taking into consideration the date of payment of your Subscription Fee, our manufacturing schedule, execution of the Final Sales Agreement and compliance with any other Terms and conditions. There is no guarantee of a delivery date based on your Subscription.

**6. Cancellation/Refund.** You may cancel your Subscription, but this will not lead to a refund of your Subscription Fee. The Subscription fee represents an option (based on the type of Subscription) on a Kerv Vehicle including corresponding administration costs and/or merchandise goods (if applicable).



**7. No Set-off.** You shall not under this Agreement, or any other agreement, document, or law, withhold, offset, recoup or debit any amounts owed (or to become due and owing) to us or any of our affiliates, whether detailed in this Agreement or otherwise, against any other amount owed (or to become due and owing) to you by us or affiliates. You also acknowledge that you have no right under this Agreement, or any other agreement, document, or law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to us or any of our affiliates, whether detailed in this Agreement or otherwise, against any other amount owed (or to become due and owing) to you by us or affiliates.

This condition applies in all circumstances, whether relating to us or our affiliates' breach or non-performance of this Agreement or any other agreement between you and us, or any of our affiliates, or otherwise.

**8. Privacy Policy and Terms of Use.** The information you provide to Kerv entities will be used in accordance with our Privacy Policy and website Terms of Use, each of which is incorporated herein by reference and available on our website. Please read our Privacy Policy and Terms of Use carefully to understand our practices regarding your information and how it will be treated. If you have questions regarding our Privacy Policy or Terms of Use, contact us at [legal@kervautomotive.com](mailto:legal@kervautomotive.com)

**9. Force Majeure.** Neither you nor Kerv will be liable for any failure or delay in performing an obligation under this Agreement that is due to an event beyond our reasonable control, including, but not limited to, any Act of God, pandemic, epidemic, disease, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, material changes in applicable law or regulations, uprising, unavailability of materials, strike, earthquake, flood or any other natural or man-made eventuality outside of our control.

**10. Confidentiality.** All non-public, confidential, or proprietary information of Kerv, including, but not limited to, trade secrets, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Kerv to you, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Kerv in writing. Upon Kerv's request, you shall promptly return all documents and other materials received from Kerv. Kerv shall be entitled to injunctive relief for any violation of this provision. This provision shall not apply to information that is: (a) in the public domain; (b) known to you at the time of disclosure as a result of a disclosure rightfully obtained by you; or (c) rightfully obtained by you on a nonconfidential basis from a third party.

**11. Entire Agreement and Severability.** We reserve the sole right, at our discretion, to change these Terms at any time. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of these Terms shall continue in full force and effect and the unenforceable provision shall be deemed to be modified solely to the extent necessary to make it enforceable. Your Subscription, Order Agreement, Final Purchase Agreement, our Terms of Use and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.

**12. Modification.** This Agreement may not be modified, altered or amended unless explicitly agreed to in writing signed by Kerv.

**13. No Waivers.** The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Kerv.



**14. Assignment.** You may not assign your rights under these Terms without our express prior consent. Kerv may assign or transfer these Terms without consent of the Purchaser of the Subscription

**15. Limitation of Liability.** No Consequential or Indirect Damages. In no event shall Kerv, its affiliates or partners, or any of their respective employees, officers, directors, members, shareholders, agents, or representatives be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages arising out of, relating to, or in connection with any breach of this agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not a proposed defendant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. Maximum Liability. In no event shall Kerv's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid to Kerv pursuant to this agreement.

**16. Applicable Law and Class Action Waiver.** These Terms, its subject matter and its formation, and any related non-contractual disputes or claims, are governed by the laws of Belgium and the court in Hasselt without regard to choice or conflict of law principles. In addition, to the fullest extent permitted by applicable law, you and Kerv agree to search for a solution via mediation first. If this does not bring the parties closer together towards an amicable solution, the parties agree to bring all disputes and claims between us before the courts of Hasselt. The language of the proceedings will always be Dutch, unless otherwise agreed between the parties.

**17. Entire Agreement.** Your Subscription confirmation, these Terms, our Terms of Use, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms. It shall supersede all prior and contemporaneous representations, warranties, agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. In the event of any conflict between these Terms, our Terms of Use and our Privacy Policy, these Terms shall prevail.