



North Charge Inc. Reservation Agreement

This North Charge Inc. Reservation Agreement (the "Agreement") is an agreement between you and North Charge Inc. ("North Charge Inc." or "we" or "us") and contains the terms and conditions governing your reservation to place an order (your "Reservation") for a North Charge Inc. EV Charger (the "EV Charger"). The Agreement supplements the [North Charge Inc. Terms Of Use](#) and is subject to the [North Charge Inc. Privacy Policy](#), incorporated herein for reference. In the event of a conflict between provisions set forth in the Agreement and the North Charge Inc. Terms of Use, the provisions in this Agreement shall take precedence.

Please read the Agreement carefully before submitting your Reservation. By submitting your Reservation, you agree to be legally bound by all the terms and conditions of the Agreement.

1. Reservation, Order Placement, and Purchase

- a. No Obligation Reservation. Your Reservation and payment of the Reservation Fee (as described below) acts as a reservation for you to place an order for the EV Charger. You are under no obligation to purchase a EV Charger from us, and we are under no obligation to sell or otherwise supply you with a EV Charger even if you have submitted a Reservation. This Agreement does not constitute an agreement for the sale of a EV Charger and does not lock in pricing, a firm production slot, a firm delivery date, or specific EV Charger configuration. North Charge Inc. may decline Reservations to avoid over-subscription or as we deem appropriate in our sole discretion.
- b. Order Placement. Delivery of your Selected EV Charger will commence following the placement of your order, at which time your Reservation Fee will become nonrefundable.
- c. EV Charger Purchase. To complete the purchase of your Selected EV Charger, you must execute the North Charge Inc. EV Charger Purchase Agreement ("Sales Agreement") which will include additional terms and conditions, including the final price sheet for your Selected EV Charger. Full payment for your Selected EV Charger,



including purchase price, taxes, delivery charges and other applicable fees and charges, will be required at that time. Based on the final purchase North Charge Inc. will be responsible for the delivery of the product at desired shipping address.

2. Eligibility and Entity Representations.

You represent and warrant that you are of the age of majority in the province or territory of your residence and a resident of Canada. IF you are making a Reservation for a EV Charger on behalf of a company, organization, or entity (an "Entity"), you represent and warrant that the Entity is located in Canada, you have the authority to bind that Entity to the terms and conditions of this Agreement, and such Entity agrees to be bound by these terms and conditions.

3. Reservation Information.

You represent and warrant that all information you provide in connection with your Reservation is accurate and complete, and you acknowledge that it is your responsibility to keep this information current. North Charge Inc. shall not be liable for inaccurate, incomplete, or outdated information.

4. Reservation Fee.

You will be charged a reservation fee of One Hundred Canadian Dollars (\$100.00) (the "Reservation Fee") when you place your Reservation. Placing a Reservation constitutes your express agreement to be charged the Reservation Fee. Your payment will be processed and held in a separate account designated solely for Reservation Fees, and either released for application towards the purchase price of your Selected EV Charger when you execute the Sales Agreement. We will not pay any interest on Reservation Fees except to the extent required by applicable law.

5. No Guarantee of Delivery Date.

We will endeavor to produce your Selected EV Charger in the future and your priority will be generally determined by the date of payment of your Reservation Fee, our



manufacturing schedule, our delivery and service operations availability, and execution of the Sales Agreement. There is no guarantee as to delivery date.

6. Reservation Cancellation and Transfer

You may cancel your Reservation and request a full refund of your Reservation Fee at any time prior to placing your Selected EV Charger order. North Charge Inc. may cancel your Reservation at any time. In the event of cancellation, North Charge Inc. will issue a full refund of the Reservation Fee to your address on file.

7. EV Charger Configuration Change.

You represent and warrant that you understand that the EV Charger configuration may change prior to execution of the Sales Agreement. You understand that we may not have completed the development of the EV Charger or begun manufacturing the EV Charger at the time of your Reservation. Specifications, including but not limited to charging time and other available features, have not yet been finalized and are subject to change at any time, even after features are announced.

8. Communications.

You consent to being contacted by North Charge Inc. now and in the future via telephone, text message, and email at those telephone numbers and email addresses you provide to North Charge Inc.. You agree that communications may contain your non-public information and include pre-recorded artificial voice messages and/or automatic telephone dial devices with non-marketing information about your EV Charger, such as service reminders and appointments. Your consent covers the use of these contact methods to call or send text messages to the wireless telephone number(s) and to send text or email messages to the email address(es) you provide, for which you may incur a charge.



9. Miscellaneous.

(a) Severability. If for any reason an arbitrator or court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement 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. (b) Modification. This Agreement may not be modified, altered, or amended unless expressly agreed to in writing signed by North Charge Inc.. (c) No Waivers. The failure by North Charge Inc. to enforce any right or provision of this Agreement 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 North Charge Inc..