



## BI-DIRECTIONAL CHARGER RESERVATION AGREEMENT

**This Reservation Agreement between you and Flux Inc, (we or us), is for your reservation to place a Bi-Directional Charger order with us. As Bi-Directional Chargers enter production, we will contact you to formally place your order.**

### 1. Reservation

By entering into this Bi-Directional Charger Reservation Agreement you are making a reservation to place a Bi-Directional Charger order with us. This Agreement does not constitute the sale of any Bi-Directional Charger.

### 2. Nature of Agreement; Non-Binding Reservation

The Reservation is fully cancellable at any time (for example, if you choose to cancel or abandon your reservation, or if we decline to maintain you as a reservation holder). This Agreement does not constitute an agreement for the sale of a Bi-Directional Charger and does not lock in pricing, a production slot, or an estimated delivery date. You are under no obligation to purchase a Bi-Directional Charger from us, and we are under no obligation to sell you a Bi-Directional Charger. If and when we notify you that it is time to place your order for a Bi-Directional Charger and you wish to proceed with the purchase or leasing of a Bi-Directional Charger, such sale and purchase will be governed by a separate and legally binding Purchase Agreement between you and an authorized Flux dealer (Flux).

### 3. Effective Date; Reservation Process

This Agreement becomes effective when we receive both your: (1) validly executed Agreement and (2) Reservation Confirmation. You may execute this Agreement by either: (i) acknowledging and accepting this Agreement online or; (ii) submitting a signed Agreement to a Flux representative. Once this Agreement becomes effective, you will be placed on the Bi-Directional Charger reservations list based on your vehicles rollout date and will receive communications about the Bi-Directional Charger program.

### 4. Order Process

This Agreement is not for the sale of a Bi-Directional Charger. When the start of production for your reservation nears, we will ask you to configure your options and to provide full details of the legal purchaser or lessor of the Bi-Directional Charger. Flux will create an order for your Bi-Directional Charger containing the information provided by you, and a Purchase/Lease Agreement indicating the estimated purchase price of your Bi-Directional Charger, taking into account the base price of the model and any options included or that you select, plus estimates of any applicable taxes, duties, transport and delivery charges, and any other applicable fees. Flux will then submit to you the order and the Purchase Agreement for your review. If you wish to proceed and purchase/lease of the Bi-Directional Charger, you must sign and return the Purchase Agreement together with any required order payments. Production of your Bi-Directional Charger will then commence and your order payment under the Purchase Agreement will become non-refundable. (to the extent permitted by applicable law).

### 5. Purchase Price

Base Bi-Directional Charger and option pricing may not be available at the time of your reservation and, if pricing is available, it is subject to change until agreed upon in an executed Purchase Agreement.

### 6. Deferral and Non-Transferability

If you do not wish to enter into a Purchase/Lease Agreement at the time that you are contacted by Flux, you have the option to relinquish your reservation sequence position and defer to a later position to be determined by us (only one deferral is permitted). If you do not communicate your decision to us within ten (10) days of notification to place your order, you will automatically be granted your one deferral and we will defer your reservation position. This Agreement is not transferable or assignable to another party without the prior approval of a Flux authorized representative.

### 7. Priority

We will establish your reservation sequence position in our sole discretion. We may decline reservations to avoid over-subscription or as we deem appropriate in our sole discretion. If your reservation is declined or we decide to cancel your reservation, you will be notified.

### 8. Your Details

From time to time we will ask you to provide information so that we can perform our obligations under this Agreement. We will maintain your personal information in accordance with our Privacy Policy, which is available at request.

### 9. Limitation of Liability

To the maximum extent permitted by applicable law, we make no warranty of any kind in connection with this Agreement or its subject matter. Under no circumstances will we be held liable for any direct, indirect or consequential loss or damage, including any and all (a) loss of opportunity (including loss of contract or right to offer or tender); (b) lost opportunity cost; (c) loss of business; (d) reduction or damage to goodwill; (e) damage to name or reputation; (f) loss or corruption of data, and regardless of whether any or all of these circumstances are considered to be indirect or consequential losses or damage, in contract, tort (including negligence), under any statute or law or otherwise arising out of our breach of this Agreement, even if we have been advised of the possibility of occurrences which would or might lead to such loss or damages.

### 10. Acknowledgments

You understand that Tesla may not have completed the development of the Bi-Directional Charger Solution at the time of your reservation. You also acknowledge that, if you purchase a Bi-Directional Charger, the Bi-Directional Charger may not be delivered to you until the end of 2025 or later. You also agree that we will not hold your Reservation Payment separately or in an escrow or trust fund or pay any interest on Reservation Payments.

### 11. Governing Law and Jurisdiction

This Agreement is governed by the laws of the State of California, U.S.A. without regard to its conflict of laws provisions. The English version of this Agreement shall govern to the extent not prohibited by law in your jurisdiction. and your Reservation will be cancelled.