

## BOXABL • RESERVATION PROGRAM AGREEMENT

Boxabl's mission is revolutionizing the standard of housing construction and affordability with an innovative approach to mass producing homes through technology-based, advanced manufacturing. We produce customizable accessory dwelling unit that is delivered to you (each, a "**Boxabl Unit**"). Unfortunately, high demand for Boxabl Units means low availability. So, while we are doing our best to get Boxabl Units out of our factories to our valued customers, there is currently a wait. So, we set up a reservation program that grants you a spot in line for a new Boxabl Unit by paying a relatively small fee (the "**Program**").

### READ BEFORE CLICKING "AGREE" OR SIGNING

This Reservation Program Agreement (which we call the "**Res Program Agreement**" for short), establishes the terms and conditions applicable when you choose to pay the Boxabl Unit reservation fee or "**Res Fee**." While you should read this entire Res Program Agreement carefully, it is very important that you have a clear understanding of the information below.

**What the Program is for:** Simply stated, the Program is designed to provide you a prioritized *right to purchase a Boxabl Unit* as they become available. The Res Fee amount is **\$500** payable per Section 1 below. You may transfer your position on the wait list by transferring this Res Program Agreement, including your rights hereunder, to any third party meeting the eligibility criteria described in Section 1. We require, however that you provide us with written notice to of the name and contact details of the person or entity to whom you are transferring.

**What the Res Fee and Program are not:**

- the Res Fee is **not** a deposit or otherwise part of a payment plan or financing for a Boxabl Unit purchase and does not lock in pricing, as pricing for the sale of a Boxabl Unit will be determined at the time of purchase;
- similarly, this Res Program Agreement is only for your participation in the Program and is **not** a contract to actually purchase a Boxabl Unit (we will notify you once your Boxabl Unit is ready or getting close to being ready, and you and Boxabl will enter into a separate purchase and Sale Contract per Section 2 below);
- the Res Fee is **not** refundable except in certain limited circumstances described below; and
- while payment of the Res Fee does reserve you a prioritized the right to purchase a Boxabl Unit as units become available, the Program does **not** operate on a first-paid-first-served basis because various factors, such as geography, purchase volume, the features and finishes requested, regulatory approvals, and similar matters, which are used to determine how we prioritize the wait list.

**THIS RES PROGRAM AGREEMENT CONTAINS AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, WHICH CAN BE FOUND BELOW (SECTION 7).**

By clicking "**AGREE**," a binding contract is formed between you and Boxabl and, if you are a corporate user, confirms your authority to bind the entity for whom you work. If you or such entity cannot accept the terms of this Res Program Agreement, including those outlined above, terms do not click "**AGREE**."

You may have noticed that some words have specific meanings such that we define them with bold text whenever they are first used in this Res Program Agreement. In addition, the words "**Boxabl**," "**we**," "**us**," or "**our**," we mean Boxabl Inc., a Nevada Corporation having a place of business at 5345 E North Belt Rd. Las Vegas, NV 89115. We use the words "**you**" and "**your**" to mean you, the person clicking "**AGREE**."

**1. Eligibility; Placing a Reservation.** In order to participate in the Program, you must be at least 18 years of age and otherwise competent to contract, and not be subject to any U.S. sanctions laws or reside in an country embargoed by the United States. Upon placing a reservation, you must ensure that all information provided is accurate. It is your responsibility to keep this information current at all times. The Res Fee must be paid in full at the time you choose to participate in the Program and be placed on the wait list by clicking "**AGREE**." Wires or ACH are the preferred method of payment, and we will provide instructions to you, but we also will accept major credit cards subject to an administrative fee in an amount applicable law allows.

**2. Cancellation; Refund.** You may cancel your participation in the Program at any time and have yourself removed from the wait list by providing us with written notice. We may cancel your participation individually or end the Program at any time by written notice to you. Refunds will be provided where we cancel your reservation without reasonable basis, such as materials unavailability and regulatory reasons, and you are not otherwise in breach of this Res Program Agreement. The Res Fee is otherwise non-refundable.

**3. Purchase.** As manufacturing of your Boxabl Unit nears completion, we will notify you and provide you with a form of sales/purchase agreement (the “**Sales Contract**”). You will then be required to sign the Sales Contract in a reasonably timely manner. If you do not timely sign the Sales Contract, we reserve the right to provide you notice that your participation in the Program has ended and no refund of the Res Fee will be available. Unless and until you and Boxabl enter into a legally valid Sales Contract, you have no obligation to purchase a Boxabl Unit, and we have no obligation to supply you with one.

**4. Term.** The term of this Res Program Agreement commences when you click “**AGREE**” and continues until the cancellation of your participation in the Program or your signature of the Sales Contract.

**5. Disclaimer.** BOXABL DOES NOT MAKE ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT), REGARDING OR RELATING TO THIS RES PROGRAM AGREEMENT, INCLUDING WITH RESPECT TO THE PROGRAM, ANY SALES CONTRACT OR THE BOXABL UNIT.

**6. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, BOXABL WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, RELIANCE OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS. IN THE EVENT BOXABL IS HELD LIABLE FOR ANY DAMAGES UNDER THIS RES PROGRAM AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY, WILL BE LIMITED TO REIMBURSEMENT OF THE RES FEE PAID TO BOXABL HEREUNDER. You must bring all claims and causes of action under this Res Program Agreement within 6 months of their being discovered or 1 year after termination of this Res Program Agreement, whichever occurs first. The limitations and exclusions in this Section apply to all claims or causes of action under whatever theory brought and whether or not a party was advised of the possibility of the claim.

**7. Disputes.** IF EITHER YOU OR BOXABL WANT TO BRING A CLAIM OR CAUSE OF ACTION AGAINST THE OTHER UNDER THIS RES PROGRAM AGREEMENT, OR IF ANY DISPUTE ARISES BETWEEN THE PARTIES AS A RESULT OF THIS RES PROGRAM AGREEMENT, EACH PARTY AGREES TO USE ARBITRATION AS THE SOLE AND EXCLUSIVE MEANS TO BRING SUCH A CLAIM OR CAUSE OF ACTION OR TO RESOLVE SUCH A DISPUTE. YOU UNDERSTAND THAT BY AGREEING TO THE FOREGOING AND THE MORE SPECIFIC TERMS BELOW, EACH OF YOU AND BOXABL ARE GIVING UP THE RIGHT TO FORM OR BE A PART OF A CLASS ACTION OR OTHER REPRESENTATIVE LAWSUIT. YOU ARE NOT, HOWEVER, WAIVING YOUR ABILITY TO RECOVER DAMAGES. ALTHOUGH ARBITRATION PROCEDURES ARE DIFFERENT FROM COURT PROCEDURES, AN ARBITRATOR CAN AWARD YOU INDIVIDUALLY THE SAME DAMAGES AND RELIEF AS A COURT, AND JUDGMENT ON THAT AWARD MAY BE ENTERED AND ENFORCED IN ANY COURT OF COMPETENT JURISDICTION.

As such, both you and Boxabl specifically agree that:

Arbitration.

Except for a claim by us related to intellectual property infringement, all claims, causes of actions and disputes (collectively, “**Disputes**”) that cannot be resolved by the parties after a good faith effort at negotiation shall be submitted for arbitration administered by the American Arbitration Association (“**AAA**”). The AAA will apply the [Commercial Arbitration Rules](#) to the arbitration of any Dispute pursuant to this Res Program Agreement, in which case the AAA will apply the [Consumer Arbitration Rules](#) (excluding any rules or procedures governing or permitting class actions). You can get procedures (including the process for beginning an arbitration), rules, and fee information from the AAA website ([www.adr.org](http://www.adr.org)).

The party seeking to commence arbitration must first notify the other party in writing at least 30 days in advance of initiating the arbitration. Notice to Boxabl should be sent to Boxabl Inc., Attention: Chief Executive Officer, 5345 E. North Belt Rd., North Las Vegas, Nevada 89115 and to [hello@boxabl.com](mailto:hello@boxabl.com). We will provide notice to your email address(es) and/or street address(es), if any, associated with your reservation at the time the notice is sent. The notice must describe the nature of the claim and the relief being sought.

Regardless of such notice, no arbitration may be commenced if barred by the statute of limitations applicable to the Dispute. The arbitrators shall have no power to award punitive damages, or any other damages not measured by the prevailing party's actual damages or damages in excess of the limitations set forth in Section 8. Even if other portions of these arbitration provisions are held to be invalid or unenforceable, the arbitrators shall not have the power award or impose any remedy that could not be made or imposed by a court sitting in the jurisdiction and venue agreed to by the parties and deciding the matter in accordance with the governing law agreed to by the parties. All aspects of the arbitration including the result shall be treated as confidential and shall not be disclosed unless required by legal, audit, or regulatory requirements. The amount of any settlement offer made by either party prior to arbitration cannot be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. The arbitration proceedings are subject to the U.S. Federal Arbitration Act and hereby declared to be self executing, and it shall not be necessary to petition a court to compel arbitration. The award of the arbitrators shall be binding and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

Unless you and Boxabl agree otherwise, the arbitration will occur in U.S. English and take place in Clark, State of Nevada. Payment of any fees will be decided by the applicable AAA rules.

#### Class Action Waiver.

YOU AND BOXABL AGREE THAT EACH MAY BRING CLAIMS TO THE FULLEST EXTENT LEGALLY PERMISSIBLE AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING (COLLECTIVELY, THE "**CLASS ACTION WAIVER**"). Further, unless both you and Boxabl agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If for any reason the Class Action Waiver set forth above cannot be enforced as to some or all of the Dispute, then the agreement to arbitrate will not apply to that Dispute or portion thereof. Any Disputes covered by any deemed unenforceable Class Action Waiver provision may only be litigated in a court of competent jurisdiction, but the remainder of the agreement to arbitrate will be binding and enforceable. For the avoidance of doubt, the parties do not agree to class arbitration or to the arbitration of any claims brought on behalf of others.

**8. Personal Data.** In the course of your participation in the Program, we will necessarily collect certain personal data from you. If you are an individual participating in the Program on your own behalf, that personal data will be used in the manner described in privacy statement found at [www.boxabl.com](http://www.boxabl.com). If you are participating in the Program on behalf of a builder, developer, state or local agency or other corporate or governmental entity, that personal data will be used in the manner and to the extent allowed in the course of a business-to-business relationship as described in our Customer Data Protection Addendum provided to all of our business-to-business customers and Program participants.

**9. Miscellaneous.** Section and Article headings and captions are used for convenience of reference only. This Res Program Agreement is governed by the laws of the State of Nevada without respect to principles of conflict of laws. This Res Program Agreement is the entire agreement between the parties with respect to the subject matter hereunder and supersede all previous or contemporaneous written and verbal agreements or proposals relating to the same subject matter. This Res Program Agreement may not be modified except by express written agreement of either party. This Res Program Agreement may be executed in separate, identical counterparts, deemed to be one instrument. Waiver of a breach is not waiver of other or later breaches. Electronic mail addressed to the email address provided by you shall suffice as a written notice for all Boxabl notices to you. Notices to Boxabl shall require a typed or handwritten letter which must be sent by reputable overnight courier, signature required upon receipt, to the address appearing in this Res Program Agreement. Notices are deemed given three (3) days after sending, provided that emails are deemed given upon sending absent a network delivery failure notice. References to days means calendar days unless otherwise specified. The word "**including**" is exemplary meaning "including, without limitation" or "including, but not limited to" unless otherwise indicated. The words "**shall**," "**will**," and "**must**" are each intended to be obligatory and to require performance of the stated condition, etc., at the applicable time during the term of this Res Program Agreement. The word "**may**" is permissive, imparting a right, but not an obligation, to perform the stated action. Unenforceable provisions will be reformed to permit enforceability with maximum effect to the original intent. The following Sections shall survive termination or expiration of this Res Program Agreement: Sections 5, 6, 7, and those portions of Sections 2, 8 and 9 which by their nature are intended to survive.

**END OF RESERVATION FEE AGREEMENT**