

COAST PRE-ORDER AGREEMENT

ATTENTION: Please read this agreement carefully, it contains arbitration provisions, a class action waiver, and contains the entirety of the terms applicable to the Pre-Order process.

This Pre-Order Agreement (“Agreement”), entered into by you (“You,” “Your,” “Customer”) and Aero Build Outdoors, LLC, a Tennessee limited liability company d/b/a Coast (“Us,” “We,” “Our,” Coast”) governs the terms, provisions, obligations, covenants, and liabilities for the pre-order (“Pre-Order”) of an electric recreational vehicle (“Vehicle”).

I. PURPOSE OF AGREEMENT. The purpose of this Agreement is only to set forth the terms applicable to Your Pre-Order Fee — which is a payment that, unless You request a refund, will be applied to the future purchase of a Vehicle — but is not itself an agreement to purchase, lease, or sell a vehicle. To purchase a Vehicle from Coast, You will need to execute Coast’s Vehicle Purchase Agreement (“Final Purchase Agreement”), which is a separate document from this one and will include additional terms and conditions. This Agreement is also not Coast making any representations or warranties about any Vehicle, including specifications — including battery range, options, configurations, features, or other similar items — model type, an estimated delivery date for the Vehicle, locking in a price for the Vehicle, the amount of taxes or governmental fees due, or any specific configuration, trim, or customization for the Vehicle that You ultimately select to purchase in the future (“Vehicle Specs”). All of that information will be contained in the Final Purchase Agreement.

Coast’s Obligations

Coast’s obligations created by this Agreement, and the only representations, warranties, covenants, guarantees, and promises made by Coast are those specifically set forth herein. All other implied representations, warranties, covenants, and guarantees are explicitly waived. By signing this Agreement You are not obligated to buy a Vehicle from Us, nor are We obligated to sell a Vehicle to You.

Without restricting or modifying the foregoing, You agree and acknowledge that, at the time this Agreement is executed, We may have not begun or completed the development of the Vehicle, and that the Vehicle Specs are subject to change at any time prior to entering into the Final Purchase Agreement, even if they have already been announced. By entering into this Agreement You agree and acknowledge that Coast makes no representations, warranties, covenants, commitments, or promises to You about the Vehicle Specs for the vehicle that You ultimately select to purchase in the future (“Your Vehicle”). You also agree and acknowledge that You are entering into this Agreement without knowing the potential Vehicle Specs available for Your Vehicle, and that Coast makes no guarantee as to a delivery date based solely on Your Pre-Order.

Coast’s Reliance on Your Information

When You place a Pre-Order, You are making an explicit representation and warranty to Coast that the information You provide is true, accurate, and complete, and You agree and acknowledge that it is Your responsibility to ensure this information remains current, and that

You, and not Coast, shall be solely responsible for the consequence of inaccurate, incomplete, or outdated information. To update your information, please send an email to info@aerobuild.co with the information you need to revise or update.

II. PRE-ORDER ELIGIBILITY; FEE PAYMENT; REFUNDS

Pre-Order Eligibility

The only people who can make a Pre-Order are those who are: (1) a resident of the United States, and (2) at least 18 years of age. If You are making a Pre-Order on behalf of a company, an entity, or an organization (“Entity”), then, in addition to You meeting the residency and age requirements above, the Entity must be formed and located in the United States, and You must also have the authority to bind the Entity to this Agreement. By executing this Agreement You represent and warrant to Us that You meet these requirements, and, if You are signing on behalf of an Entity, You represent and warrant to Us that the Entity agrees to be bound by the terms of this Agreement.

Pre-Order Fee Payment

When You execute this Agreement You agree to be, and will be, charged the preorder fee using the payment method You have selected and provided to Us. We will keep Your Pre-Order Fee in an account with other Pre-Order Fees until it is either (1) applied to the final sales price in the Final Purchase Agreement or (2) refunded to You pursuant to the terms of this Agreement. In addition Your Pre-Order Fee is also subject to payment terms and conditions of our payment processing provider, Stripe, Inc.

Pre-Order Fee Refund and Pre-Order Cancellation

You can cancel Your Pre-Order at any time before signing the Final Purchase Agreement and receive Your entire Pre-Order Fee back. To initiate this process You will need to send an email to orders@aerobuild.co from the same email address that You used when You made the Pre-Order Fee informing Us that You are cancelling Your Pre-Order and are requesting a refund of Your Pre-Order Fee. Please also include Your name and any confirmation number in the body of the email. Once received We will process the refund, which usually takes about ten (10) business days. The refund will be via the same payment method You used to make the Pre-Order Fee.

We may also cancel Your Pre-Order at any time at Our sole and subjective discretion, if we believe that Your Pre-Order has been made with the intent to resell Your Vehicle to a third-party, or if any of the Vehicle Specs for Your Vehicle have been discontinued, cancelled, changed, or are no longer available. If this occurs, We will issue a refund of Your full Pre-Order Fee to the same payment method You used to pay the Pre-Order Fee. All refunded Pre-Order Fees will not include any accrued interest.

Service Charges and Fees

In the event that Your payment incurs a service charge or fee by Our payment processing provider, Stripe, Inc. if (1) You enter into a Final Purchase Agreement, then We will absorb such costs; (2) We cancel your Pre-Order, then We will absorb such costs; or (3) You cancel Your Pre-Order, then the amount You will receive as a refund will be Your Pre-Order Fee less any service charge or other fee We incur from Stripe, Inc. for processing Your payment and/or refund of the Pre-Order Fee.

III. APPLICABILITY OF PRIVACY POLICY AND TERMS OF USE.

Aero Build's privacy policy and terms of use, which can be found at aerobuild.co/privacy-policy and aerobuild.co/terms-of-use apply to this Agreement, are adopted and incorporated as if specifically set forth verbatim herein, and apply to all data and information collected by Coast or provided by You or about Your Vehicle in regards to Your Pre-Order. Please review these policies and terms carefully, as they set forth in specific terms how Your data and information will be collected, stored, and used. If You have questions regarding our privacy policy or terms of use, please reach out to Us at info@aerobuild.co. In the event that the privacy policy or terms of use conflict with the terms of this Agreement, the terms of the privacy policy or terms of use, as the case may be, shall prevail.

IV. COMMUNICATIONS WITH COAST

By providing Your contact information, including Your telephone number, email address, and/or mailing address to Coast, You agree, acknowledge, and consent to Coast, or its agents, employees or affiliates, contacting You at those locations, including by text or SMS, for non-marketing purposes regarding Your Vehicle; that such communications may contain non-publicly available information, and will be responsible for all costs, fees, or charges that You may incur for Coast's communications.

V. INTERPRETATION, MODIFICATION, SEVERABILITY, ASSIGNMENT, AND WAIVER OF THIS AGREEMENT

Interpretation

Titles/Headings. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Singular/Plural/Gendered Terms. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law. This Agreement and any exhibits, attachments, amendments, or other documents incorporated herein, shall be governed, interpreted, and construed by and under the laws of the State of Tennessee without regard to choice or conflict of law principals, except as may be modified by the Arbitration and Dispute Resolution provisions.

Joint Construction. In the event the terms of this Agreement are presented before a court or tribunal of competent jurisdiction to determine the meaning of the same, such terms shall be construed as if they were drafted jointly, and no ambiguity or inference shall be resolved in favor of either party. No provision under this Agreement shall be construed against, or interpreted to the disadvantage of, any Party by reason of such Party having or being deemed to have structured or drafted such provision

Modification; Integration; Entire Agreement

Integration; Entire Agreement; Modification. This Agreement and all modifications thereto shall constitute the entire binding agreement and shall supersede all prior agreements, memorializations, understandings, representations, and warranties made between the Parties regarding the subject matter of this Agreement. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Severability

In the event that any of the provision(s) of this Agreement is or are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement. Further, in the event any provision of this Agreement is held unenforceable but could be enforceable if the provision were limited, then, a court of competent jurisdiction, or arbitrator, as the case may be, shall have the explicit authority to re-form the subject provision(s) as least as possible to make such provision(s) enforceable.

Assignment

You may not assign any right under this Agreement to a third-party without Coast's explicit written consent.

Waiver

The waiver by one Party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such Party of any other covenant or condition herein, or a continuing waiver of the breached covenant or condition.

VI. MISCELLANY.

Force Majure. With the exception of Your obligation to pay the Pre-Order Fee, neither Party shall be liable to the other or be deemed to have defaulted under or breached this

Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, other natural disasters or catastrophes, including pandemics; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, or inability or delay in obtaining supplies of adequate or suitable materials; and other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within fourteen (14) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and the impact that said Force Majeure Event has had on the Impacted Parties obligations hereunder. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

Venue; Attorney Fees. You agree that, subject to the Alternative Dispute Resolution Procedures herein, any dispute that arises out of or incidental to this Agreement shall be heard in Davidson County, Tennessee, and that any court of competent jurisdiction situated in Davidson County, Tennessee shall preside over any such dispute. In the event that a suit or dispute resolution is instituted arising under or related under or in relation to this Agreement by either Party, including, without limitation, to enforce any provision in this Agreement, and Coast is the prevailing party in such dispute, Coast shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys, which shall include, without limitation, all fees, costs and expenses of appeals.

No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything in this Agreement confer, any rights or remedies upon any person or entity other than the Parties except the Parties' and successors and permitted assigns.

Counterparts. This Agreement may be executed in any one or more counterparts, each of which shall be deemed an original, and all of which shall constitute the entire binding agreement. This Agreement shall become binding when you sign the same, including via digital, electronic, or online signature. By submitting your Pre-Order and/or executing this Agreement You agree to be bound by this Agreement and its terms. It shall not be necessary in making proof of this Agreement or any counterpart to produce or account for any of the other counterparts. Any signatures delivered by electronic mail, online, through a website, or facsimile will be treated for all purposes as an original.

Electronic Signatures; Printed Copy. Each Party agrees that its electronic signature — as defined by and pursuant to the Tennessee Uniform Electronic Transactions Act, Tenn. Code Ann. § 47-10-101, *et seq.*, as amended from time to time — affixed to this Agreement are intended to authenticate this Agreement, are binding, and are to have the same force and effect as a manual or live signature. A printed copy of this Agreement shall be considered an original and admissible for all judicial, arbitration, or administration proceedings.

Damage Limitation and Waiver. You agree and acknowledge that in no event shall We be responsible to You or any third-party related or affiliated therewith for any consequential, incidental, indirect, exemplary, special, or punitive damages, arising out of breach of this Agreement, tort, or otherwise, irrespective of whether such damages were foreseeable or unforeseeable, and irrespective of whether You were advised of the possibility of damages. Further, and except as un-waivable pursuant to applicable law, You agree that in no event shall Our liability, including Our obligation to indemnify You, that arises under this Agreement or any ancillary or related services, exceed the balance of any un-returned Pre-Order Fee.

Customer

Coast

Indemnification. Except as otherwise limited pursuant to this terms of this Agreement, and to the extent permitted by applicable law, You agree to indemnify and hold harmless Coast, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

[Arbitration & Dispute Resolution Procedures, Class Action Waiver, and Signature Page to follow]

Arbitration and Dispute Resolution Procedures

In the event any dispute cannot be resolved between the Parties through informal negotiations, then, any dispute, controversy, claim, or cause of action arising of or related to this Agreement, any breach or termination of the same, or any alleged violation of any federal, state, or local statute, regulation, law, or public policy, whether sounding in contract, tort, or statute, shall be resolved by binding Arbitration. Arbitration shall be administered by the American Arbitration Association Commercial Rules using the Expedited Procedures irrespective of the amount in controversy. Arbitration does not need to be administered by the American Arbitration Association, and can be administered through private arbitration if You and Coast agree. However, such private arbitration shall still proceed and be governed by the American Arbitration Association Commercial Rules using the Expedited Procedures. In any event, Coast shall select the arbitrator who shall preside and administer arbitration. The laws of the State of Tennessee shall govern the presentation of evidence and shall govern over the procedural matters during arbitration. Any arbitration shall take place in Davidson County, Tennessee. An award rendered by the arbitrator shall be final and binding on all parties to the arbitration, and judgment on such award may be entered by either Party in a court of competent jurisdiction in Davidson County, Tennessee.

**THE PARTIES AGREE THAT THE PROVISIONS SET FORTH HEREIN
SHALL OPERATE AS A WAIVER OF A RIGHT TO A TRIAL BY JURY.**

Customer

Coast

CLASS ACTION WAIVER

The Parties agree and acknowledge that, to the fullest extent allowable and enforceable applicable law:

(1) class action and/or collective action procedures shall not be asserted, and will not apply, in any dispute resolution procedures under this Agreement, including in arbitration;

(2) neither Party will assert class and/or collective action claims against the other in arbitration, court, or any other forum;

(3) each Party shall submit only their own individual claims in arbitration and shall not bring claims against the other in any representative capacity or on behalf of any other individual or entity;

(4) any of Your claims will not be joined, consolidated, or heard together, in arbitration or otherwise, with the claims of any other individual or entity;

(5) notwithstanding any authority to the contrary vested in the arbitrator, the arbitrator shall have no jurisdiction or authority to compel any class or collective claim, to consolidate different arbitration proceedings, nor to join any other party to an arbitration between the Parties; and,

(6) the arbitrator will have the sole authority to determine the enforceability of this class action waiver to the fullest extent allowable under applicable law.

Customer

Coast

Signature Page to the Coast Pre-Order Agreement

IN WITNESS WHEREOF, Customer and Coast have caused this Agreement to be executed as of the dates written below.

CUSTOMER

Name:

Date:

AERO BUILD, LLC d/b/a COAST
a Tennessee limited liability company

By: Brian Fuente

Its: President