

Terms

Applicability

These General Terms and Conditions ("ELMS Terms") apply to the website owned, operated, and maintained by or on behalf of Electric Last Mile Solutions, Inc and its affiliates (collectively, "ELMS") and the products, content, and services accessed or sold through ELMS's site (the "Site") or ELMS's physical locations. In the event of a conflict between these ELMS Terms and any signed contract between you and ELMS, or its affiliates, the signed contract shall control to the extent of such conflict.

THESE ELMS TERMS CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ THESE ELMS TERMS CAREFULLY.

THESE ELMS TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS (See Arbitration Agreement section).

BY CREATING A ELMS ACCOUNT, PLACING A PREORDER, PLACING AN ORDER FOR OTHER PRODUCTS OR SERVICES, INCLUDING CHARGING AND VEHICLE SERVICE FROM ELMS YOU ACCEPT AND ARE BOUND BY THESE ELMS TERMS.

YOU MAY NOT PLACE A PREORDER, ORDER OR OBTAIN PRODUCTS OR SERVICES FROM ELMS IF YOU (A) DO NOT AGREE TO THESE ELMS TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH ELMS, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

Arbitration Agreement Including Class Action Waiver

Binding Arbitration. To the fullest extent permitted by applicable law and except for small claims or if you choose to opt-out as provided below, you and ELMS agree to resolve any claims, demands, disagreements, or disputes between us arising from or related to this Agreement and our relationship, including advertising and other communications between you and ELMS and ELMS Products or Services (a "Dispute") by binding arbitration conducted by JAMS. The arbitration will be administered by JAMS under the JAMS Streamlined Arbitration Rules and Procedures for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. For more information on arbitration and copies of the rules, please visit: <https://www.jamsadr.com>. **You and ELMS understand that we are waiving our right to go to court and have a jury trial and judicial appeal rights.**

Initial Dispute Resolution Requirement. Most disputes can be resolved without resort to arbitration. For any Dispute, you and ELMS agree that before taking any formal action we will contact the other in an attempt to resolve the Dispute. You will contact us at admin@electriclastmile.com and provide a brief, written description of the dispute and your contact information (including your ELMS ID, if you have one). ELMS will contact you at your contact information on file with ELMS. You and ELMS agree to use reasonable efforts to settle any Dispute directly and good faith negotiations shall be a pre-condition to either party initiating a small claims suit or arbitration.

Filing a Demand. If the parties do not reach an agreed-upon solution within a period of 60 days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration. To start an arbitration, you can get submission instructions and download a form at: <https://www.jamsadr.com/submit>. You are also required to send a copy of the demand to us, and should send it by email at: admin@electriclastmile.com.

Fees & Costs. In order to facilitate resolution of Disputes between the parties, unless your Dispute is determined by the arbitrator to be frivolous or asserted in bad faith, ELMS will be responsible for the filing fee and your documented costs and expenses up to a total of US \$500.00. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

Location of Arbitration. Arbitration shall be initiated and take place in the city or county of your residence, or, if you reside outside of the United States, in Orange County, CA. You and ELMS may also agree to conduct arbitration by videoconference or teleconference or conduct a document-only arbitration without any hearing.

Applicable Law. This Agreement, its subject matter and its formation, and any Dispute will be governed by the Federal Arbitration Act as interpreted by the federal courts. Where state law is applicable, the law in the state where ELMS is licensed to sell motor vehicles that is nearest to your delivery address applies, without regard to choice or conflict of law principles.

Arbitrator's Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Section, including but not limited to any claim that all or any part of this Section is void or voidable, whether a claim is subject to arbitration or the question of waiver by litigation conduct. However, the parties agree that any issue concerning the validity of the class action/representative waiver below must be decided by a court, and an

arbitrator does not have authority to consider the validity of the waiver. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity, including public injunctive relief. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

Class Action Waiver. The parties further agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND ELMS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, NEITHER YOU NOR ELMS WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If a court or arbitrator decides that any part of this agreement to arbitrate or class waiver cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated.

Small Claims Court. Notwithstanding the foregoing, either party may bring an individual action in small claims court consistent with the jurisdictional limits that apply.

Opt-Out Right. You may opt-out of this Section within 30 days from the date you initially accept these ELMS Terms or within 30 days from the date ELMS publishes a new version of these ELMS Terms, by sending an email to admin@electriclastmile.com from the email associated with your ELMS ID with "Opt-Out of Arbitration" in the subject line and, in the body of the email, your full name and address. You agree that any request will not apply to subsequent agreements between you and ELMS unless you follow the requirements outlined in that other agreement.

Survival. This Section shall survive the end of this Agreement and/or your relationship with ELMS, including the end of any promotion or contest, opt-out of communication or other use or participation in any ELMS Product or Service.

Text Messages, Notifications, and Telephone Calls

By agreeing in writing to these ELMS Terms, you understand that by providing your wireless telephone number(s) now or in the future, you consent to being contacted at those numbers or addresses using prerecorded artificial voice messages and/or automatic telephone dial devices. You understand and agree that providing your wireless telephone number and consenting to receive calls or texts at that number is not a condition of purchase. You also consent to receiving emails to any email address(es) you provide. You further understand and agree that these communications may contain your non-public information. You explicitly confirm that this 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. You can control permission for calls, texts or push notifications in the ELMS app or by contacting admin@electriclastmile.com.

When you opt-in to ELMS Alerts by providing your number or asking us to contact you via text message ELMS will send you a message to confirm your signup. The frequency of the ELMS Alerts varies and is dependent on your requests and the related products and services from ELMS.

ELMS uses this service to communicate with you and to send you notifications about our products and services including appointments or reminders you have requested.

You may cancel at any time. Just text "STOP" in response to the message from your mobile phone number and ELMS will send you a final message confirming your choice. If you text "HELP" ELMS will provide instructions on our service and how to unsubscribe.

ELMS can deliver messages to the following major mobile phone carriers and most other U.S.-based carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, Virgin Mobile. Carriers are not liable for delayed or undelivered messages.

Message and data rates may apply for any messages sent or received. Texting "STOP" will only control for that specific number and for this specific service. If you have other concerns, feedback, or want to exercise other rights you have under the law, such as certain other opt-out rights please email admin@electriclastmile.com.

Indemnity

You agree to defend, indemnify and hold harmless ELMS, its affiliates and its and their respective officers, members, shareholders, directors, employees, agents and representatives immediately on demand, against all claims, liabilities, damages, costs, and expenses, including legal fees, arising out of or related to your use of the Site or any breach of these ELMS Terms by you or anyone acting on your behalf.

Limitation of Liability

No Consequential or Indirect Damages. IN NO EVENT SHALL ELMS OR ANY OF ITS 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 ELMS 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 ELMS'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 ELMS PURSUANT TO THIS AGREEMENT.

This extends to your downloading, UPLOADING OR SUBMISSION of any materials, data, text, images, video or audio from OR TO this Site, including but not limited to any issues caused by viruses, bugs, or any computer system, phone line, hardware, software or program malfunctions, or any other errors, failures or delays in computer transmissions or network connections. In the event of any problem with this Site, you agree that your sole remedy is to cease using the Site.

Severability

If any competent legal authority determines any part of these ELMS Terms is illegal or unenforceable, then such part will be eliminated and the remainder of these ELMS Terms will remain in force and effect and the unenforceable part shall be deemed to be modified solely to the extent necessary to make it enforceable.

Vehicle Wireless Connectivity

With respect to any use, purchase, lease, rental or other access to a ELMS Vehicle, You understand and agree that you: (1) have no contractual relationship with the underlying wireless service carrier; (2) are not a third party beneficiary of any agreement between ELMS and the underlying carrier; (3) that the underlying carrier has no liability of any kind to you, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise; (4) that data transmissions and messages may be delayed, deleted or not delivered, and 911 or similar emergency calls may not be completed; and (5) the underlying carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the services

Third Party Partner Terms and Conditions

ELMS offers the ability to access third party services including roadside assistance, service, connectivity, charging, and other products and services via ELMS vehicles and the Site. You agree that any use of these products, services, or functionality is subject to additional legal agreements with those partners, where applicable.

Choice of Law

These ELMS Terms, its subject matter and its formation, and any related non-contractual disputes or claims, are governed by the laws of California, U.S.A., without regard to choice or conflict of law principles of any jurisdiction, except as otherwise provided in the Arbitration Agreement or the supplemental terms applicable to your region or a specific product or service. This Choice of Law provision applies only to the interpretation of these ELMS Terms and is not intended to create any other substantive right to non-Californians to assert claims under California law or bring claims in California courts whether that be by statute, common law, or otherwise. These provisions, and except as otherwise provided in the Arbitration Agreement, are only intended to specify the use of California law to interpret these ELMS Terms, and these provisions shall not be interpreted as generally extending California law to you if you do not otherwise reside in California. With respect to Vehicle purchase or service, the law in the State in which ELMS is licensed to sell motor vehicles that is nearest to your delivery address shall apply to any transactions with that licensed dealership location.

Choice of Forum

Any dispute, claim, or controversy arising out of or related to these ELMS Terms or the existence, breach, termination, enforcement, interpretation, or validity thereof, shall be brought exclusively in the state and federal courts of Orange County, California, notwithstanding that other courts may have jurisdiction over the parties and subject matter, except as may be otherwise provided by the Arbitration Agreement above or in supplemental terms applicable to your region or transaction.

The foregoing Choice of Law and Choice of Forum provisions do not apply to the Arbitration Agreement and see that section for the applicable provisions for such disputes.

ELMS's Intellectual Property

ELMS is the owner or the licensee of the Site, including its source code, all content of the Site, and all the material published on the Site, as well any newsletter, updates, emails, and/or social media or informational updates and/or postings (collectively "Content"). ELMS owns or

licenses various trademarks, graphics, logos, designs, page headers, button icons, scripts and service names. Except as expressly authorized by ELMS, you agree not to use, sell, license, rent, modify, make derivative works of, copy, reproduce, transmit, publicly display, or otherwise distribute ELMS's Content. You agree not to use the Content for the purpose of identifying or providing evidence to support any potential patent infringement claim against ELMS, its direct or indirect customers, reverse engineering ELMS's products, ELMS Content, or the ELMS App, or modifying pending patent applications or the claims of patents in any post-grant proceedings. The Content is protected by copyright and other intellectual property laws, regulations and treaties around the world. All such rights under these laws are fully reserved by ELMS.

Third Party Links

Portions of the Site may contain links to other websites and resources provided by third parties.

In addition, portions of the Site may be electronically hosted by other third-party service providers. ELMS has, unless explicitly indicated otherwise, no control over the content or functionality of those sites and resources. ELMS does not endorse, guarantee, or make any representations or warranties regarding any other website, content, or materials or information accessible from any other website.

Children's Online Privacy Protection Act

The Site is not designed or intended to collect information from children under the age of 13. ELMS does not knowingly collect or maintain any information from children under the age of 13. The Site is not designed with the purpose of attracting any person under age 13. To respect the privacy of children and to comply with the Children's Online Privacy Protection Act, if you are under the age of 18, you should only use the Site with the involvement of a parent or guardian.

No Reliance on Information

ELMS's Site provides no information which can be used for investment and/or transactional decisions. The Content is provided for information only and is of a general and approximate nature and it is not intended to amount to, nor is, information or advice on which you should rely. In particular, the Content does not constitute professional, financial or investment advice. Professional or specialist advice should be obtained before taking, or refraining from, any action on the basis of the Content. ELMS is not acting, nor is it seeking to act, as a broker or dealer in respect of any securities of any companies or the information concerning such companies.

Content Standards

The content standards apply to any and all material which you contribute to the Site or any interactive service associated with the Site. Contributions must be accurate and lawful, and must not contain material, which is defamatory, obscene, offensive, hateful, sexually explicit, violent, infringing on intellectual property rights, promoting of discrimination, misrepresentative of actual identity, or otherwise deemed inappropriate by ELMS. ELMS may take any action ELMS reasonably deems necessary to cure or prevent any violation of these standards, including removal from this Site. In addition, ELMS will fully cooperate with law enforcement authorities requesting us to disclose the identity of any such individuals.

No Warranties

THE SITE IS PRESENTED "AS IS" AND NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARE MADE REGARDING THE CONTENT OF THE SITE OR ANY MATERIALS PUBLISHED ON THE SITE.

Specifically, without limitation, ELMS does not warrant that you will be able to use the Site or that any portion of this Site will be free of viruses, Trojan horses, or other technical defects.

In addition, it is your responsibility to check that the Site's content is accurate and/or complete. The Site may be updated from time to time and may change its content at any time. Although ELMS makes reasonable efforts to update the information on the Site, it makes no representations, warranties or guarantees, whether express or implied, that the Content is accurate, complete or up-to-date.

Local Regulatory Restrictions

The Site is not directed at any person in any jurisdiction where (by reason of nationality, residence or otherwise) the access to or availability of the Site is prohibited or which would be subject to any restriction, including registration or other requirements within such jurisdiction. ELMS reserves the right to limit access to the Site to any such persons. Persons who access the Site do so on their own initiative and are responsible for compliance with applicable law. If in doubt, you should seek independent legal advice.

Accessing and Using the Site

It is not guaranteed that the Site, or any content on it, will always be available or be uninterrupted. Access to the Site is permitted on a temporary "as is" basis. All or any part of the Site, without notice, may be suspended, withdrawn, discontinued, removed or changed. ELMS will not be liable to you if for any reason the Site (or any portion thereof) is unavailable (temporarily or permanently) at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons to whom you provide access to the Site are made fully aware of these ELMS Terms and other applicable terms and conditions, and that they comply fully with them.

You may only use the Site for lawful purposes.

Digital Millennium Copyright Act Notice

Should you believe that any material on this Site infringes on your copyright rights, please contact ELMS's designated agent for Digital Millennium Copyright Act notice at:

Legal Department at Electric Last Mile Solutions, Inc.

In your notice, please:

- Include your physical or electronic signature;
- Identify the copyrighted work you claim to have been infringed, or, if there are multiple copyrighted works, a list of such works;
- Identify the material that you claim to be infringing, and where the material is located on the Site;
- Include your address, telephone number, and email address;
- Include a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you or applicable law; and
- Include a statement, under penalty of perjury, that the information in your notice is true and accurate and submitted in good faith. If the notice is submitted on your behalf by another person, the notice should contain a statement that, under penalty of perjury, the person submitting the notice is authorized to act on your behalf.