



PILOTCAR EV, Inc.

Reservation Terms and Conditions

1. Reservation

You are agreeing to these terms and conditions ("Terms") to secure your reservation for a **ENKA** replica EV with PILOTCAR EV, Inc. ("we", "us" or "our"). You confirm you are at least 18 years of age.

2. Effective Date

Your reservation becomes effective when we receive your reservation payment ("Reservation Payment"). Your reservation secures the approximate delivery priority of your **ENKA** at a Franchised Dealer located near you.

3. Refund of Reservation Payment

The Reservation Payment is non-refundable to you should you choose to abandon your reservation. You are under no obligation to purchase **ENKA** from us and we reserve the right to cancel your reservation and refund your Reservation Payment. Your Reservation Payment will not be held in a separate account. We will not pay any interest on Reservation Payments except to the extent required by law.

4. Purchase Agreement

These Terms are not an order or agreement for the sale and delivery of **ENKA** Vehicle to you, your Reservation Payment is not a deposit towards payment of your vehicle. We will contact you to inform you of the availability of **ENKA** and you may proceed with the order of your vehicle as described in Section 5.

5. Order Process

As we approach the date that we can start production of your reserved **ENKA**, we will notify you and ask you to make your final option selections. Once we receive that information from you, we will prepare a separate agreement (the "Order Agreement") for your review, indicating the estimated price of your **ENKA**, taking into account the base price and any options that you selected. Production of your **ENKA** will then be commenced. Final payment of the purchase price and any taxes, title or registration fees, and delivery charges, along with the final purchase agreement will not be due until the **ENKA** Vehicle is delivered.

6. Reservation Priority and Deferrals

The date of your reservation will be used as an approximate priority for determining when you will be invited to complete your custom vehicle order. We will aim to serve customers based on their reservation dates, but we reserve the right to re-sequence reservations based on available delivery locations and vehicle configurations. If you do not sign and return the Order Agreement to us within a reasonable period of time, we may extend a purchase invitation to the next person on the reservations list.

7. Non-Transferability

Your reservation under these Terms is not transferable or assignable to another party without our prior written approval.

8. Your Personal Information

We may ask you to provide to us certain personal information to allow us to perform our obligations under these Terms. We will maintain your personal information in accordance with our privacy policy (available on our web site at enkaev.com/privacy.html) You are responsible to inform us of any changes in your contact information so that we may keep you updated on your vehicle reservation and purchase.

9. Communications

We may contact you from time to time to perform our obligations under these Terms, and keep you informed about the **ENKA** production program and you hereby consent to receiving such notices. Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from us, our agents, representatives, affiliates, or anyone calling on our behalf, you expressly consent that we may contact you by reasonable means, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system.

With your consent, we may also contact you from time to time to keep you informed about our products and services, exclusive events, client programs and other related activities using the content details you provided to us in the context of your reservation process. You understand that you can change your mind at any time using the contact details available in our privacy policy.

10. Governing Law and Jurisdiction

These Terms will be governed by Florida law, without regard to its conflict of laws provisions, and you agree any dispute arising from these Terms or your Reservation Deposit will be determined by arbitration on an individual basis only, and not in any form of class or collective representative proceeding. The arbitration will be final and binding and held in the office nearest to Lee County, Florida.