



## Nikola One™ Reservation / Terms & Conditions

### 1. Nikola One™ Reservation

Thank you for placing an order to reserve a Nikola One™. By making your “Reservation,” you have secured the approximate priority based upon the time of your online Reservation for taking delivery of your Nikola One™. We reserve the right to rearrange priority at any time as we deem appropriate in our sole discretion. Accordingly, reservation sequence may be determined by region. You understand that Nikola™ has multiple products and you are ordering an electric powered semi-truck nicknamed “Nikola One™” and not another Nikola™ product.

### 2. Effective Date

Your Reservation becomes effective when (1) you place your Reservation and (2) we receive your “Reservation Payment.” We reserve the right to decline reservations to avoid over-subscription or as we deem appropriate in our sole discretion. If your Reservation is declined, you will be notified and your Reservation Payment will be refunded.

### 3. Order Process

While this Reservation secures the approximate delivery priority of your Nikola One™, it does not constitute the purchase or order of a vehicle. When the start of production for your Reservation nears, we will ask you to configure your Nikola One™. At that time, Nikola™ will create an order for your vehicle and you will receive a Purchase Agreement indicating the purchase price of the vehicle, plus estimates of any applicable taxes, duties, transport and delivery charges, and any other applicable fees. If you proceed with the order, we will apply your Reservation Payment towards the order payment. If you decide not to go through with your order at that time, your priority position and any benefits that come from that position will be forfeited and your reservation payment will be 100% refunded.

### 4. Purchase Price

Base vehicle and/or 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.

### 5. Your Details

From time to time we will ask you to provide information to enable us to perform our obligations under these terms and conditions. We will treat all your personal information as confidential (though we reserve the right to disclose this information in the circumstances set out below). We will keep it securely and we will fully comply with our obligations under applicable data protection and privacy laws. You hereby give us your consent to use your personal information and other information you provide so we can process your reservation and conduct administration, so that Nikola™ can prepare the order and Purchase Agreement, and inform you of any marketing information. We may share this information with other related companies (but not with third parties) for these purposes. From time to time, we may contact you by mail, telephone, email, text and fax for the above purpose and you agree you will not consider any of the above as being a breach of any of your rights under any data privacy, data protection or privacy law. You can opt out of receiving marketing information from us at any time and you may contact us for more information. However, we will still use your information to process your reservation. You may ask for a copy of your information and you may correct any inaccuracies. We will be the responsible party for the management of your personal information. If you wish to make a request with regard to your personal information, please visit our website at [www.nikolamotor.com](http://www.nikolamotor.com) or email us at [support@nikolamotor.com](mailto:support@nikolamotor.com).

### 6. Limitation of Liability

To the maximum extent permitted by applicable law, we make no warranty of any kind in connection with your Reservation or these terms or conditions. Under no circumstances will we be held liable for any 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 of damage of 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 otherwise arising out of our failure to perform in any way, even if we have been advised of the possibility of occurrences which would or might lead to such loss or damages. If we are held liable for any damages related to your Reservation or these terms or conditions, your sole and exclusive remedy will be limited to reimbursement of the Reservation Payment paid to us.

### 7. Acknowledgements; Non-Transferable

You understand that Nikola Motor Company™ may not have completed the development of the vehicle or begun manufacturing the vehicle at the time of your Reservation. Further, you acknowledge that the Nikola One™ production vehicle may differ from the vehicle presented to you and/or the vehicle you have selected on our web site. You also acknowledge that, if you elect to purchase a vehicle, the vehicle will not be delivered until a date that is yet to be determined. You also agree that any representation made by a Nikola™ representative, Nikola™ partner, third party, or agent regarding the vehicle's production date, delivery date, delivery location, price, options, or similar detail is non-binding on Nikola™. You understand that we will not hold your Reservation Payment separately or in an escrow or trust fund or pay any interest on your Reservation Payment. We make no representation regarding how your Reservation Payment will be held and you understand that it may be used for operating and / or research and development expenses. Your Reservation is not transferable or assignable to another party without the prior written approval of Nikola™.

### 8. Governing Law and Jurisdiction

Your Reservation and these terms and conditions are governed by the laws of the State of Utah, U.S.A., without regard to its conflict of laws provisions. Both parties consent to the exclusive jurisdiction and venue of the state and federal courts in Salt Lake City, Utah, U.S.A.