



Supplementary Contractual Conditions

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from

Sono Motors GmbH
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Germany

(Sono Motors)

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Sono Motors GmbH

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I. Preliminary remark

1. Under certain conditions, the customer has a Repayment Claim from the Reservation Contract.
2. In order to support Sono Motors in its planned internal restructuring, the customer has the option of waiving the repayment claim in whole or in part or agreeing to repayment in instalments.

II. Full Waiver or Partial Waiver of Repayment Claim

1. The customer declares by entering the full amount of the Repayment Claim in the "Waiver" field in their personal account area a full waiver of their Repayment Claim (**Full Waiver**).
2. The customer declares by entering a pro rata amount of the Repayment Claim in the field "Waiver" in their personal account area a partial waiver of their Repayment Claim (**Partial Waiver**).
3. Sono Motors accepts the Full Waiver or Partial Waiver.

III. Instalment Repayment Agreement and default

1. Instalment Repayment Agreement
 - a. Provided that the customer (i) does not declare a Full Waiver in accordance with clause II.1 and (ii) before concluding the Supplementary Agreement, the customer ticks the box "*I agree to a repayment of my deposit in three separate instalments.*", Sono Motors shall repay the amount of the Repayment Claim that has not been waived (**Repayment Amount**) in three instalments (**Instalment Repayment**):
 - i. 30% of the Repayment Amount by 31 May 2023 at the latest.
 - ii. 40% of the Repayment Amount by 30 June 2024 at the latest.
 - iii. 30% of the Repayment Amount by 31 January 2025 at the latest.
 - b. Sono Motors may repay the outstanding Repayment Amount in whole or in part at any time prior to the instalment repayment dates.
2. Default
 - a. If Sono Motors fails to pay one of the agreed instalments on time (clause III.1.a), the customer may after the expiry of two weeks after the due date from clause III.1.a. terminate the Instalment Repayment Agreement (**Termination Right**). If, on the other hand, Sono Motors pays the delayed instalment within these two weeks, the customer shall have no Termination Right.
 - b. The Termination Right shall be exercised by declaration of the decision to Sono Motors in text form (**Termination Notice**).
 - c. Upon receipt of the Termination Notice by Sono Motors, the outstanding Repayment Amount (**Remaining Amount**) shall be paid in two instalments:

- i. 50% of the Remaining Amount by no later than two weeks after receipt of the Termination Notice.
- ii. 50% of the Remaining Amount by no later than six weeks after receipt of the Termination Notice.

IV. Right of withdrawal for consumers

- a. Consumers have a right of withdrawal with regard to the Full Waiver, the Partial Waiver or the Instalment Repayment in accordance with the following provisions, whereby a consumer is any natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity.
- b. Right of withdrawal
 - i. The consumer has the right to withdraw the Full Waiver, the Partial Waiver or the Instalment Repayment within fourteen days without giving reasons.
 - ii. The withdrawal period is fourteen days from the date of conclusion of the Full Waiver, the Partial Waiver or the Instalment Repayment.
 - iii. In order to exercise the right of withdrawal, the consumer must inform Sono Motors (Sono Motors, Waldmeisterstraße 76, 80935 Munich, Germany, e-mail: leaving@sonomotors.com; Tel.: +49 (0)89 45205818) by means of a clear declaration (e.g. a letter sent by post or an e-mail) of their decision to withdraw the Full Waiver, the Partial Waiver or the Instalment Repayment. The consumer may use the enclosed model withdrawal form for this purpose, which is, however, not mandatory.
 - iv. In order to comply with the withdrawal period, it is sufficient for the consumer to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.
- c. Consequences of withdrawal
 - i. If the consumer withdraws the Full Waiver or the Partial Waiver, the agreement on the Full Waiver or Partial Waiver (clause II.) shall be withdrawn and the amount of the Repayment Claim in force prior to agreement of the Full Waiver or Partial Waiver shall become effective as originally agreed in the Reservation Contract, insofar as the Repayment Claim has already been exercised and has not already been paid by Sono Motors.
 - ii. If the customer withdraws the Instalment Repayment, the Instalment Repayment Agreement (clause III.) shall be withdrawn and the Repayment Claim in force prior to the Instalment Repayment Agreement shall become effective as originally agreed in the Reservation Contract, insofar as the Repayment Claim has already been exercised and has not already been paid by Sono Motors.

V. Bonus

1. In the event of Full Waiver or Instalment Repayment, Sono Motors undertakes to pay a Bonus to the customer in the amount of 5% of the Repayment Claim as originally agreed in the Reservation Contract (**Bonus**).
 - a. In the event of Full Waiver, the Bonus shall be paid to the Customer's Account by 31 May 2023 at the latest.
 - b. In the case of Instalment Repayment, the Bonus shall be paid to the customer when the last instalment is paid in accordance with clause III.1.a.iii or, in the case of termination of Instalment Repayment due to default with the last instalment, in accordance with clause III.2.c.ii.
2. The Bonus is subject to the condition precedent that the customer effectively exercises the right of withdrawal for the Full Waiver or the Instalment Repayment or that the client terminates the Instalment Repayment (clause III.2).

VI. Conclusion of the Supplementary Agreement

1. The "To the repayment options" display in the personal account area of the customer on the customer's personal account area on the Sono Motors website constitutes an invitation to submit an offer to conclude the Full Waiver, the Partial Waiver or the Instalment Repayment (**Supplementary Agreement**). The Supplementary Agreement will be concluded via the Website if (i) the customer enters an amount of their choice in the "Waiver" field and confirms this by pressing the "Continue" button, (ii) the customer selects to their choice to tick the box relating to Instalment Repayment, (iii) the customer confirms their previously made selection relating to Full Waiver, Partial Waiver or Instalment Repayment by pressing the "Send bindingly now" button, and (iv) Sono Motors confirms acceptance to the customer by e-mail (**Conclusion of the Supplementary Agreement**).
2. Before concluding the Supplementary Agreement the customer can change and view the data at any time.
3. Sono Motors will also send the customer a copy of the Supplementary Agreement by e-mail so that it can be stored permanently. Furthermore, Sono Motors will not keep the documents relating to the Supplementary Agreement for the customer.
4. The Supplementary Agreement shall be concluded in English.

VII. Other provisions

1. The customer shall provide Sono Motors with its account details for repayments (**Customer Account**) upon Conclusion of the Supplementary Agreement. All payments will be made to this Customer Account. The customer can change the details of the Customer Account by notifying Sono Motors in text form.
2. Insofar as this Supplementary Agreement does not include an adjustment of the Reservation Contract, the provisions of the Reservation Contract originally concluded shall continue to apply.

3. This Supplementary Agreement is subject to the substantive law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. If the customer is a consumer, however, rights to which they are entitled under the statutory provisions applicable at their place of residence and which cannot be excluded by contract shall remain unaffected.
4. If the customer is not a consumer, the courts having local jurisdiction in Munich, Germany, shall have exclusive jurisdiction over disputes arising out of or in connection with the Supplementary Agreement. However, Sono Motors shall remain entitled to assert claims against the customer at its general place of jurisdiction.
5. The European Commission provides a platform for online dispute resolution (OS) for consumers in accordance with Article 14 (1) of Regulation (EU) No. 524/2013, which can be found at <http://ec.europa.eu/consumers/odr/>. Furthermore, Sono Motors is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board within the meaning of the German Consumer Dispute Resolution Act (VSBG).

Appendix:

Model withdrawal form for Full Waiver, Partial Waiver or Instalment Repayment Agreement

Should the customer wish to withdraw Full Waiver, Partial Waiver or Instalment Repayment Agreement, then this form can be completed and sent.

To
Sono Motors GmbH
Waldmeisterstrasse 76
80935 Munich, Germany
(E-mail: leaving@sonomotors.com)

I/We hereby withdraw the conclusion of *[Please tick which agreement(s) shall be withdrawn]*.

- the Full Waiver;
- the Partial Waiver;
- the Instalment Repayment.

Concluded on: _____

Customer number: _____

Name of the consumer(s)

Address of the consumer(s)

Place, date

Signature of the consumer(s)
(only for communication on paper)

() Delete as applicable*