

Terms of Participation
"TP-RFP"
for Refer-a-Friend Programme

(Version: 1
of 17 January 2023)

from

Sono Motors GmbH
Waldmeisterstrasse 76
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Germany
("Sono Motors" or "we")

1. Purpose - What is the content of this TP-RFP?

- 1.1. These Terms of Participation (TP-RFP) apply to the refer-a-friend programme of Sono Motors.
- 1.2. If you successfully refer friends who subsequently reserve a Sion (electric vehicle by Sono Motors) and make a deposit on this reservation, you will receive rewards in accordance with these Terms of Participation.
- 1.3. The refer-a-friend programme will initially only run until the expiry of the #savesion campaign on 26 January 2023. It may be extended by us until 7 March 2023, in particular in the event that we extend the #savesion campaign in accordance with clause 6.1. of the current General Terms and Conditions for Vehicle Reservations (GTC-WR).

2. Participation - How do I participate in the programme?

- 2.1. We offer you to participate in our refer-a-friend programme
 - by e-mail; or
 - by other means, e.g. website.
- 2.2. The contract for these Terms of Participation is concluded when you request your personal link on our website and we provide it to you.

3. Procedure - How do I refer a friend?

- 3.1. If you want to refer a friend, you can share your personal link with them. For a successful referral, they must use the link to access the Sono Motors reservation page.
- 3.2. Your referral will be counted if a referred friend completes a reservation agreement for a Sion via your personal link during the programme and has subsequently paid the agreed deposit.
- 3.3. We would like to point out that the payment obligations under the reservation agreement may be subject to a condition precedent. This applies in particular to reservations during the #savesion campaign, where the payment depends on reaching the Minimum Threshold according to clause 6.1. of the current General Terms and Conditions for Vehicle Reservations (GTC-WR). In this case, the referred friend

will generally make their deposit only if the respective condition is met, and will only then be counted as a referral.

- 3.4. The persons referred must be capable of entering into a reservation. In particular, they must not be minors, U.S. persons (as defined in Section 902(k) of Regulation S (under the Securities Act of 1933)) or otherwise disqualified from reserving a Sion. Sono Motors reserves the right to refuse to enter into a Reservation Agreement on a case-by-case basis, including for other reasons.
- 3.5. **Please note that advertising via telecommunication services such as email, text (SMS), messengers, fax and telephone is prohibited without the prior consent of the recipient or subscriber. You must thus not send your personal link to third parties in this way without the prior consent of the recipient or subscriber.**
This applies in particular, but without limitation, to bulk messages sent to people you do not know personally.

4. Rewards - How will you get your rewards?

- 4.1. After the end of the refer-a-friend programme, you will receive the bonus we promised, depending on the number of complete referrals you have achieved.
- 4.2. If payments are still outstanding from the persons you have referred - in particular if the referred persons have opted to make several partial payments for their reservation- you will receive the reward as soon as the last payment has been made or the referred persons are in arrears with the outstanding payments.
- 4.3. If we need further information from you (such as size, delivery address) and/or need to arrange a date and time, we will contact you afterwards.
- 4.4. Any other costs incurred by you in connection with the receipt or use of the reward, such as, in particular, installation costs and/or travel and accommodation costs for traveling to an event, shall be borne by you.
- 4.5. Accessories for the Sion (such as wallboxes) will only be delivered after the purchase of a Sion as described in the General Terms and Conditions for Vehicle Reservations (GTC-WR) in the version

applicable to you. In this case, the delivery will take place with or close to the delivery of the Sion.

5. Exclusion from the refer-a-friend programme - What happens if it does not work at all?

- 5.1. We can exclude you from participation in the refer-a-friend programme for good cause and withdraw from the contract. Good cause exists if we cannot reasonably be expected to continue the contractual relationship, taking into account all the circumstances of the individual case and weighing up the interests of both parties.
- 5.2. A good cause shall also be deemed to exist in particular if you
 - 5.2.1. have sent your personal link to a third party via telecommunications services without the prior consent of the recipient or subscriber contrary to clause 3.5.; and
 - 5.2.2. such recipient or subscriber (i) complains to us in text form, (ii) takes legal action against us, and/or (iii) contacts a supervisory authority or an institution pursuant to Section 3(1) of the German Injunction Suits Act (*Unterlassungsklagegesetz*) (such as consumer or competition associations).
- 5.3. We reserve the right to further claims for a contractual breach.

6. Liability – For which damages are we responsible?

- 6.1. We shall be fully liable, according to statutory provisions,
 - 6.1.1. for damages resulting from injury to life, body or health, due to negligent breach of duty, by us, our legal representatives or persons employed to perform any of our contractual obligations, i. e. vicarious agents, and/or
 - 6.1.2. for other damages resulting from an intentional or grossly negligent breach of duty, by us, our legal representatives or persons employed to perform any of our contractual obligations, i. e. vicarious agents.
- 6.2. If applicable, we shall also be liable, according to the provisions of the German Product Liability Act (*Produkthaftungsgesetz*) and/or, as

applicable, other national transpositions of the Council Directive 85/374/EEC of 25 July 1985, on the approximation of the laws, regulations and administrative provisions of the EU Member States, concerning liability for defective products. Our liability, according to clauses 6.1., 6.3. and 6.4., shall remain unaffected.

- 6.3. Should we have furnished a separate guarantee or any other form of strict liability, we shall be liable, according to the terms of such guarantee or promise or, where and insofar the guarantee or promise is silent, according to statutory provisions. Other liabilities, according to clauses 6.1., 6.2. and 6.4., shall remain unaffected.
- 6.4. We shall further be liable for damages, resulting from a negligent breach of a contractual obligation, the fulfillment of which is a prerequisite, for the proper performance of the contract, and on the fulfillment of which the client will, typically, rely, and can reasonably rely, so-called essential obligations, by Sono Motors, its legal representatives or persons employed to perform any of its contractual obligations, i. e. vicarious agents. However, the total liability shall be limited to the amount of damages that is typical, for this type of contract, and foreseeable upon conclusion of the contract, if there is no more extensive liability under clauses 6.1. to 6.3. above.
- 6.5. In all other cases, our liability for damages, under any theory of law, shall be excluded.
- 6.6. The limitation of liability, under this clause 6, shall also be applicable, mutatis mutandis, for the benefit of our legal representatives, organs, and members of staff.

7. Miscellaneous

- 7.1. Translations: We may, at our sole discretion, translate these TP-RFP into other languages. In this case, the TP-RFP will be binding in the language that was displayed when you accessed your personal link.
- 7.2. Choice of Law; Venue and Alternative Dispute Resolution:
 - 7.2.1. The contractual relationship between the client and Sono Motors is subject to the substantive laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG; Vienna

Convention) is excluded. Notwithstanding, if the client is a final consumer, she shall not be deprived of the protection, afforded to the client by provisions that cannot be derogated from, by agreement, by the law of the country in which the client habitually resides.

- 7.2.2. If the customer is a merchant (*Kaufmann*), a legal entity under public law, or a special funds under public law, the courts having jurisdiction in Munich, Germany, shall enjoy the exclusive jurisdiction, regarding any dispute arising out of, or in connection with this contract, these GTC-VR, or the sales contract. Sono Motors may, however, remain entitled to bring an action against the client, before a court of the client's habitual residence.
- 7.2.3. The European Commission operates a platform for online dispute resolution (ODR) according to Art. 14(1) of Regulation (EU) No. 524/2013, which can be accessed at <http://ec.europa.eu/consumers/odr>. Note, however, that Sono Motors is not legally required or prepared to, additionally, participate in dispute resolution procedures, before a consumer arbitration board, as provided for by the German Consumer Dispute Resolution Act (*Verbraucherstreitbeilegungsgesetz; VSBG*).