

DUST MOTORCYCLES, INC.

First100 TERMS AND CONDITIONS

The First100 Program (the “**First100**”) is offered by Dust Motorcycles, Inc. (the “**Company**”) to select individuals who wish to have early access to the Company’s electric motorcycle development program, including initial prototypes (the “**Prototype**”) for testing, evaluation and feedback. The following terms and conditions cover your participation in the First100 program. Additional benefits, fees and costs associated with the First100 program are addressed in other Company documents, including the Company website.

Please read the terms and conditions below carefully as they set forth the general guidelines for the First100 program, your access to the Program and other conditions. Also, these terms and conditions limit our liability. By participating in the First100 program, you acknowledge and agree to these terms and conditions without exception.

1. **Early Access; Eligibility.** Subject to the terms and conditions set forth herein, as a member of the First100 program, you will have early access to the Prototype at times and locations to be determined by the Company. The Company grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Prototype for the purposes described herein. Upon notice to you, the Company may modify the permitted use of or suspend your access to the Program at any time and for any reason. To be eligible to participate in the First100 program, you must be at least eighteen (18) years old at the time of registration; be a resident of the United States of America or Canada; and pay all applicable fees for the program as required by the Company.

2. **Restrictions.** As a trusted member of the First100 program, you agree not to (a) copy, modify, create derivative works of, translate, reverse engineer, decompile, disassemble or otherwise use the Prototype except as expressly authorized; (b) provide, dispose or disclose any information or data contained in or related to the First100 program or the Prototype to any third party in any form for any reason whatsoever, without the Company’s prior written consent; (c) use the Prototype or any of its intellectual property, design, user tendencies or any other features or benefits for your own product development efforts, or otherwise exploit the First100 program for any other commercial purpose; or (d) use the First100 program in any manner that violates the rights of any third party, purports to subject the Company to any other obligations, or violates applicable laws and regulations.

3. **Ownership and Feedback.**

(a) **Ownership.** The Company owns all right, title, and interest in and to any and all patents, patent applications, copyrights, trademark rights, designs, database rights and other intellectual property or other rights in and to the Prototype and First100 program, including any improvements, design contributions or derivative works thereto provided or otherwise developed by any participant in the First100 program (collectively, a “**Contribution**”), and any knowledge or

processes related thereto and provided hereunder. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO THE COMPANY.

(b) **Assignment.** Any Contribution that may constitute copyrightable subject matter shall be considered “works made for hire,” as that term is defined in the United States Copyright Act. You agree to assign (or cause to be assigned) and do hereby fully assign fully to the Company any and all Contributions and any copyrights, patents or other intellectual property rights relating to all such Contributions. You agree to assist the Company, or its designee, at the Company’s expense, in every proper way to secure the Company’s rights in any Contribution and any copyrights, patents or other intellectual property rights relating to any and all Contributions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect to any and all Contributions, the execution of all applications, specifications, oaths, assignments and all other instruments the Company may deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title and interest in and to any and all Contributions, and any copyrights, patents or other intellectual property rights relating to any and all Contributions.

(c) **Feedback.** As a member of the First100 program, you may provide feedback, suggestions, recommendations, design input, ideas, marketing and/or branding initiatives or programs, derivations, enhancements, input on safety initiatives and/or other feedback concerning the Prototype which may or may not constitute a Contribution as defined above. Any of the foregoing which does not qualify as a Contribution shall be designated as Prototype Feedback. You hereby assign to the Company all right, title and interest in and to any Prototype Feedback. You are under no obligation to provide Prototype Feedback as part of your participation in the First100 program. If you do provide Prototype Feedback, you agree the Company is free to make unrestricted use, copy, modify, sell, distribute, sublicense and create derivative works of the Prototype Feedback without any necessity of payment or attribution to you.

(d) **Forum for Prototype Feedback.** The Company will provide multiple forums for Prototype Feedback which may include individual one-on-one meetings and scheduled group meetings; a dedicated WhatsApp channel for all First100 participants and the Company; a newsletter or other publications; and other channels of communication as determined by the Company. The Company will keep all participants updated on the Prototype Feedback channels and platforms.

4. **Confidential Information.**

(a) **Definition.** “*Confidential Information*” means any proprietary information, technical data, trade secrets or know-how of the Company, the First100 program and the Prototype, including but not limited to, designs, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, drawings, engineering, marketing, finance or other business information disclosed by the Company to you, either directly or indirectly, in writing or orally. Confidential Information does

not include information that: (i) is known to you at the time of disclosure by the Company; (ii) has become publicly known and made generally available through no wrongful act of you; or (iii) has been rightfully received by you from a third party who is authorized to make such disclosure.

(b) **Non-Use and Non-Disclosure.** You agree that during your participation in the First100 program and following the conclusion of the program you will not: (i) use the Confidential Information for any purpose whatsoever other than as set forth in these terms and conditions, as may be amended at any time by the Company in its sole discretion; or (ii) disclose the Confidential Information to any third party. You agree that all Confidential Information will remain the sole property of the Company. You also agree to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information.

5. **No Assurance of Success.** You acknowledge and agree that the First100 program and the Prototype is a beta program for testing the design, capabilities, performance, market acceptance and other features associated with the Company's prospective launch of one or more series of electric motorcycles. You acknowledge the risks, financial and otherwise, of participating in the First100 program. There is no assurance or guarantee of any commercial launch of one or models or series of electric motorcycles by the Company now or at any time in the future. You acknowledge that any investment or participation in a new business venture is risky. Moto companies (traditional and electric) are highly competitive, and the business is subject to numerous inherent risks, including changes in general and local economic conditions, rapidly changing market conditions, changing customer preferences, and changes to rules and regulations. Even if the Company is successful in launching one or more models, it faces intense competition and expects such competition to increase in the future. Many competitors are already established in the industry and much better capitalized. These competitors may have significantly greater financial and other resources than the Company. Additionally, while there may be significant barriers to entry in the moto industry, it is expected that new companies will be started that will compete with the Company directly.

6. **Term and Termination.** The term of the First100 program shall commence upon receipt of your first \$500 monthly payment by the Company. The terms associated with monthly payments for the First100 program can be found here: <https://blog.dustmoto.com/crowdfund-terms-conditions/> Either party may terminate your participation in the First100 program at any time and for any reason. In the event you terminate your participation in the First100 program, the Company shall refund any payments made by you, except for the \$500 non-refundable deposit. In the event the Company terminates your participation, you will be refunded for any payments made to the Company; you will not be obligated to make any future payments.

7. **No Warranty; Assumption of Risk.** The Company does not warrant the performance or any results associated with the Prototype and the First100 program. IT IS UNDERSTOOD, ACKNOWLEDGED AND AGREED THAT THE FIRST100 PROGRAM AND THE PROTOTYPE, AND ANY UPDATES, MAY CONTAIN ERRORS AND ARE PROVIDED FOR LIMITED EVALUATION ONLY. THE PROTOTYPE IS STILL IN TESTING PHASE AND IS

PROVIDED ON AN “AS IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. THE COMPANY DOES NOT WARRANT THAT THE PROTOTYPE WILL OPERATE AS INTENDED AND EACH PARTICIPANT ASSUMES ALL RISK ASSOCIATED WITH OPERATION OF THE PROTOTYPE, INCLUDING THE RISK OF BODILY INJURY, PROPERTY DAMAGE OR DEATH.

8. **Indemnification; Hold Harmless.** Except for any claim by a third party related to the Company’s intellectual property rights in the First100 program or the Prototype, you agree to indemnify and hold harmless the Company, its officers, directors, shareholders, agents and assigns (collectively, the “**Indemnified Parties**”) from any and all claims, associated liabilities, costs and fees, including reasonable attorney fees, associated with your use of the Prototype, your participation in the First100 program or any breach of these terms and conditions. To the fullest extent possible, you release and discharge the Indemnified Parties from any and all liability resulting from any loss, personal injury, property damage or death related to your use and testing of the Prototype and your participation in the First100 program.

9. **Limitation of Liability.** SUBJECT TO APPLICABLE LAW IN YOUR JURISDICTION, UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM ANY PROVISION OF THESE TERMS AND CONDITIONS, SUCH AS BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, LOSS OF GOODWILL AND/OR REPUTATION, COSTS OF DELAY, COST OF PROCUREMENT OF SUBSTITUTE GOODS, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE. YOU FURTHER ACKNOWLEDGE THAT THE COMPANY’S MAXIMUM AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY UNDER ANY LEGAL THEORY (INCLUDING NEGLIGENCE) FOR DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF THESE TERMS AND CONDITIONS WILL NOT IN ANY EVENT EXCEED THE TOTAL AMOUNT OF ANY FEES OR DEPOSIT PAID BY YOU TO THE COMPANY.

10. **Governing Law.** The laws of the State of Delaware shall govern the validity of these terms and conditions, the construction of any terms and the interpretation of the rights and duties of the parties. The parties specifically agree to exclude any choice of law principles. In no event will these terms and conditions be governed by the United Nations Convention on Contracts for the International Sale of Goods.